

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 20TH, 2014
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 17)

5. Discuss and consider approving a line item transfer for JP#3

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/ Contingencies	\$60,000.00	
To	0100-0453-004190	JP#3/ Autopsies	\$60,000.00	

6. Discuss and consider approving line item transfer for County Sheriff

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0560 003010	Computer Equipment	\$16,455.00	
To	0100 0560 003002	Vehicle Equipment	\$16,455.00	

7. Discuss and consider approving a line item transfer for Animal Services.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0545-0545-003670	Use of Donations	6004.29	1	
To	0545-0545-001107	Temp Labor	5577.60	2	
To	05450545-002010	FICA	426.69	3	

8. Discuss, consider, and take appropriate action on a Budget Line Item request for Juvneile Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100.0576.004100	Professional Services	4000		
To	100.576.004410	Bond Premiums	500.00		
To	100.0576.004231	Travel	2000.00		
To	100.0576.003101	Educational Services	1500		

9. Acknowledge report on Parking Garage project P401; Restek Change Order 4 in the amount of \$6,248.55.
10. Discuss, consider and take appropriate action on noting in the minutes the Commissioners Education Certificate of Completion certifying that Valerie Covey has successfully competed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2013.
11. Discuss and consider approving property tax refunds over \$2,500.00 for the month of April 2014 for the Williamson County Tax Assessor/Collector.
12. Discuss and consider approving property tax collections for the month of April 2014 for the Williamson County Tax Assessor/Collector.
13. Discuss and consider confirming the appointment of Aaron Dunning as a Pct. 3 Deputy Constable.
14. Discuss, consider and take appropriate action on a law enforcement related Non-Disclosure Agreement with FirstWatch Solutions, Inc.
15. Discuss, consider and take appropriate action on a Business Associate Agreement with FirstWatch Solutions, Inc.
16. Discuss, consider and take appropriate action on approval of final plat for the Sonterra West Section 8-H subdivision - Pct 3
17. Discuss, consider and take appropriate action on approval of final plat for the Siena Section 21

REGULAR AGENDA

18. Discuss, consider and take appropriate action on a resolution recognizing William Edward Hinds, Sr. for his upcoming 100th birthday.

19. Consider approving proclamation for Williamson County EMS proclaiming May 18-24, 2014 as Emergency Medical Services Week.
20. Recognition of Williamson County EMS by the American Heart Association Mission Lifeline for their success in cardiac care.
21. Hear the May 2014 Construction Summary Report for Road Bond and Pass Through Financing projects.
22. To discuss and take appropriate action on the Department of Infrastructure projects and issues update
23. Discuss and take appropriate action regarding a Utility Joint Use Agreement with Time Warner Cable for utility relocation on CR 277.
24. Discuss and take appropriate action regarding a Utility Joint Use Agreement with Pedernales Electric Cooperative for utility relocation on CR 277.
25. Discuss, consider and take appropriate action on Change Order No. 1, to contract number 14IFB00211, in the amount of – \$7,155.00 for the Cul-de-sac Resurfacing project in the Brushy Creek and Fern Bluff MUD neighborhoods.
26. Discuss, consider and take any appropriate action to approve Supplemental Agreement No. 2 with Restek, Inc. to provide additional construction of structural repairs for the Williamson County Parking Garage, including but not limited to approval of supplemental agreement and finding of exemption from bidding requirements for a portion of the project due to various factors and pursuant to the Tex. Loc. Gov't Code Sections 262.024(a)(2) (health & safety) and 262.024(a)(3) (unforeseen damage to public property).
27. Discuss and take appropriate action on a Rule 11 and Settlement Agreement with Sovran Acquisition Limited Partnership, et.al for ROW needed on CR 170. (PARCEL 18)
28. Discuss and consider Building a Better Texas Award from Texas A&M AgriLife Extension Service to honor a 100-year partnership between Williamson County and Cooperative Extension.
29. Discuss, consider and take appropriate action on paying comp time in the amount of \$525 -- and approving the related line item transfer -- to pay non-exempt Technology Services employees.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
FROM	0100.0503.001100	F/T Salaries	525	01	
TO	0100.0503.001110	Overtime	525	02	

30. Discuss, consider and take appropriate action on Physician Review Services Agreement with Concentra Health Services, Inc. to provide peer review for health plan medical appeal cases on an as needed basis.

31. Discuss, consider and take appropriate action on a Master Services Agreement (MSA-866349) by and between Aetna Life Insurance Company (Aetna) and Williamson County whereby Aetna will provide Williamson County Self-Insured Medical, Dental, and Vision Claims Administration, Disease Management, Precertification Management, Large Case Management, Biometric/Wellness Program Management, Prescription Drug Card/Mail Order, Preferred Provider Network, and Section 125 Administration (RFP # 15RFP101); and authorize the presiding officer of the Williamson County Commissioners Court to execute said agreement.
32. Discuss, consider and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas, acting as Trustee, to Robin Timothy Shorts pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code pertaining to a tract of land located in the City of Taylor, Williamson County, Texas .
33. Discuss, consider and take appropriate action regarding the engagement of the law firm of Ewbank & Harris, P.C. to represent Williamson County in relation to Ronald Regan Boulevard, North Phase IV Paving Repair Dispute; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code; and authorizing the Presiding Officer of the Williamson County Commissioners Court to execute an engagement letter with said law firm.
34. Discuss, consider and take appropriate action on authorizing advertising and setting date of June 11, 2014 at 2:00PM in the Purchasing Department to receive proposals for Coinless Inmate Telephone System, RFP#14RFP00222 for the Williamson County Jail.
35. Discuss, consider and take appropriate action on authorizing advertising and setting the date of June 11, 2014 at 2:00 PM in the Williamson County Purchasing Department to receive proposals for the Installation of Central Control Irrigation System for the Williamson County Facilities Department (RFP#14RFP00230).
36. Discuss, consider and take appropriate action on approving Professional Services Agreement between Williamson County and Voelter Associates, Inc. for Engineering Consulting Services.
37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Facilities Maintenance:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.364100	Insurance Reimbursement	\$56,634.81	01	

38. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Facilities Maintenance:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0509.004510	Facility Maint. & Repair	\$56,634.81	01	

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

39. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
40. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- 1. Proposed or potential purchase or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - c) Discuss proposed amendment to TCE on SH 45/O'Connor Blvd.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
 - e) Discuss proposed acquisition of property for proposed SH 29 Seward Junction Loop project.
 - f) Discuss proposed acquisition of property for right-of-way along CR 170.
 - g) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
 - h) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - i) Discuss CR 170 overflow pipe facility cost sharing agreement.
 - j) Discuss the acquisition of real property: Alcoa. 180.243 acres
 - 2. Property or Real Estate owned by Williamson County
 - a) Discuss a transfer of ROW to the State of Texas for Hwy 79 Section 3.
 - b) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
 - c) Discuss County owned real estate on CR 258
 - d) Discuss proposed acquisition of land for County Parks.
 - e) Discuss proposed acquisition of 89.476 acres by Georgetown Inner Loop.
 - f) Discuss proposed sale of 98 acre tract abutting Blue Springs Blvd.
41. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Williamson County officers or employees (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 – Personnel Matters).
42. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court

for the Western District of Texas, Austin Division

- e) Cause No. 13-0090-C26, Mathews v. Williamson County, In The District Court of Williamson County, Texas, 26th Judicial District.
- f) Employee/personnel related matters
- g) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- h) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
- i) Mortgage Electronic Recording Systems (MERS) litigation.
- j) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
- k) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of Williamson County, Texas; 277th District Court
- l) Cause No. 13-0748-C368; Williamson County v. Parsons Environment & Infrastructure Group Inc. et al. in the 368th Judicial District Court of Williamson County, Texas
- m) Cause No. 1:12-CV-011222LY; Lance Brown v. Williamson County, Williamson County Sheriff's Office, Sheriff James Wilson and Shawn Wilson in the United States District Court for the Western District of Texas, Austin Division
- n) James Windom and Jane Windom v. Williamson County, Texas: Cause #13-0398-C368 in the 368th Judicial District Court of Williamson County, Texas
- o) Aspen Air, Inc. Subcontractor Claims: Double L. Insulation, Inc. Claims

REGULAR AGENDA (continued)

- 43.** Discuss and take appropriate action regarding economic development.
- 44.** Discuss and take appropriate action on real estate.
- 45.** Discuss, consider and take appropriate action on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Williamson County officers or employees.
- 46.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - e) Cause No. 13-0090-C26, Mathews v. Williamson County, In The District Court of Williamson County, Texas, 26th Judicial District.
 - f) Employee/personnel related matters
 - g) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - h) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - i) Mortgage Electronic Recording Systems (MERS) litigation.
 - j) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
 - k) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of Williamson County, Texas; 277th District Court
 - l) Cause No. 13-0748-C368; Williamson County v. Parsons Environment & Infrastructure Group Inc. et al. in the 368th Judicial District Court of Williamson County, Texas
 - m) Cause No. 1:12-CV-011222LY; Lance Brown v. Williamson County, Williamson County Sheriff's Office, Sheriff James Wilson and Shawn Wilson in the United States District Court for the Western District of Texas, Austin Division

n) James Windom and Jane Windom v. Williamson County, Texas: Cause #13-0398-C368 in the 368th Judicial District Court of Williamson County, Texas
o) Aspen Air, Inc. Subcontractor Claims: Double L. Insulation, Inc. Claims

47. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2014 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 05/20/2014

Line item transfer

Submitted For: Ashlie Koenig**Submitted By:** Jennifer Templeton, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for JP#3

Background

Increasing population as well as increased number of autopsies required.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0409-004998	Non Dept/ Contingencies	\$60,000.00		
To	0100-0453-004190	JP#3/ Autopsies	\$60,000.00		

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:20 AM

Started On: 05/12/2014 11:13 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/20/2014

Line Item Transfer for County Sheriff

Submitted By: Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving line item transfer for County Sheriff

Background

This line item transfer is to provide funding for the vehicle base plate and mounting hardware for the replacement tough book computers.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0560 003010	Computer Equipment	\$16,455.00		
To	0100 0560 003002	Vehicle Equipment	\$16,455.00		

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Deborah Wolf

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/15/2014 10:21 AM

05/15/2014 11:16 AM

Started On: 05/14/2014 04:11 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 05/20/2014

Discuss and consider approving a line item transfer for Animal Services

Submitted For: Cheryl Schneider**Submitted By:** Cheryl Schneider, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Animal Services.

Background

These funds are being transferred to the temp position line items from donations to cover costs for a three month temporary Off-Site Adoption Counselor. This person will pick up dogs at the shelter and transport to Wolf Ranch PetSmart, set up kennels and perform adoptions and transport the remaining dogs back to the shelter at the end of the day. This is a trial run to see if this position can generate revenue while getting dogs out of the shelter faster. The board approved this temporary position at the April 14th Board Meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0545-0545-003670	Use of Donations	6004.29	1	
To	0545-0545-001107	Temp Labor	5577.60	2	
To	05450545-002010	FICA	426.69	3	

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Cheryl Schneider

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/15/2014 10:21 AM

05/15/2014 11:15 AM

Started On: 05/14/2014 03:05 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 05/20/2014

Budget Line Item Transfer

Submitted By: Robyn Murray, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Budget Line Item request for Juvenile Services

Background

Juvenile Services is requesting budget line item transfers into multiple line items including Bond Premiums, Travel, and Educational Services. This request is based on current year to date expenditures and anticipated expenditures for the remainder of FY '14.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100.0576.004100	Professional Services	4000		
To	100.576.004410	Bond Premiums	500.00		
To	100.0576.004231	Travel	2000.00		
To	100.0576.003101	Educational Services	1500		

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Robyn Murray

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/15/2014 10:21 AM

05/15/2014 11:14 AM

Started On: 05/13/2014 05:35 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 05/20/2014

Report on Parking Garage P401 Restek Change Order 4

Submitted By: Shirley Taylor, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Acknowledge report on Parking Garage project P401; Restek Change Order 4 in the amount of \$6,248.55.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsP401 Parking Garage Restek Change Order 4

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shirley Taylor

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/14/2014 02:28 PM

Contact Change Order



Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Contractor: Restek, Inc.

Change Order No. 4

Project: Structural Repair for Williamson County Parking Garage at Justice Center Complex

Owner: Williamson County

Engineer: Jose I. Guerra, Inc.

Date of Issue: 4/25/2014

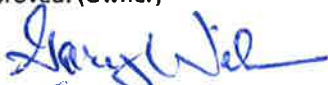
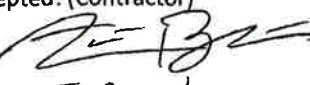
Effective Date:

The Contractor is hereby directed to make the following changes in the Contract Document:

Description: Spandrel connection plate modified to prevent future cracking. Addition of an edg support angle for the flange of a double tee adjacent to a shear wall.

Reason for Change Order: Existing conditions exposed during repair work required addition retrofit work

Attachments: (List documents supporting change order and justifying cost and time): Line item of work - bid form

Change in Contract Price:	Change in Contract Times:
Original Contract Price: \$ 570,495.00	Original Contract Times: (calendar days or dates) 146 DAYS - FINAL COMPLETION
Net changes from previous C.O.'s No. 1 to 3 \$ 196,019.48	Net changes from previous C.O.'s No. 1 to 3 50 DAYS (calendar days) 196 DAYS - FINAL COMPLETION
Contract Price Prior to this Change Order: \$ 766,514.48	Contract Times Prior to this Change Order: (calendar days or dates) 196 DAYS - FINAL COMPLETION
Net Increase (Decrease) of this Change Order: \$ 6,848.55	Net Increase (Decrease) of this Change Order: (calendar days or dates) 4 DAYS
Contract Price with all Approved Change Orders: \$ 772,763.03	Contract Times with all Approved Change Orders: (calendar days or dates) 200 DAYS - FINAL COMPLETION
Recommended: (Engineer) By: Date:	Approved: (Owner) By:  Date: 5.14.14
Accepted: (Contractor) By:  Date: 5-9-14	Reviewed: (Funding Agency) By: Date:

STRUCTURAL REPAIRS FOR
 WILLIAMSON COUNTY PARKING GARAGE
 AT JUSTICE CENTER COMPLEX
 GEORGETOWN, TEXAS
 PROJECT NO. 12004

CHANGE ORDER No. 4
 BID FORM

LINE ITEMS OF WORK

* INDICATES WORK COMPLETED

		SHOWN ON DRAWING SHEET NO(S).	SHOWN IN DETAIL NO(S).	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
CO4-01	RECONSTRUCTED SPANDREL CONNECTION		SD-1	EA	1	\$ 3,366.00	\$ 3,366.00
CO4-02	ADD SUPPORT ANGLE FOR DBL-TEE FLANGE		SD-2	EA	1	\$ 2,585.00	\$ 2,585.00
	GENERAL OVERHEAD & ADD'L BOND			LS	1	\$ 297.55	\$ 297.55
TOTAL BID							\$ 6,248.55

Commissioners Court - Regular Session**10.****Meeting Date:** 05/20/2014

Covey Continuing Education

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on noting in the minutes the Commissioners Education Certificate of Completion certifying that Valerie Covey has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2013.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments[CE Commissioner Covey](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:20 AM

Started On: 05/13/2014 02:36 PM

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

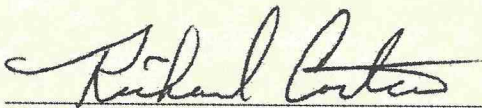
This is to certify that

Valerie Coby

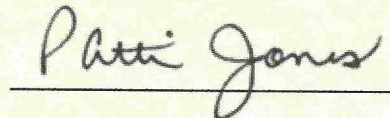
Williamson County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2013



Richard Cortese, Chairman
Commissioners Education Committee



County Judges and Commissioners
Association of Texas

Commissioners Court - Regular Session**11.****Meeting Date:** 05/20/2014

Property Tax Refunds – Over 2500 – April 2014

Submitted For: Deborah Hunt**Submitted By:** Sandra Surratt, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving property tax refunds over \$2,500.00 for the month of April 2014 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments040114-043014 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/14/2014 10:06 AM



Date: May 12, 2014

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Deborah M Hunt, C T A
Tax Assessor Collector

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.



WILLIAMSON COUNTY

Main Office:

904 S Main St
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-3578
www.wilco.org

Annex Locations:

1801 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664
Phone: (512) 943-1601
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613
Phone: (512) 943-1601
Fax: (512) 260-4295

412 Vance St, Ste 1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

Property Tax
Account QuickReport
As of April 30, 2014

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	04/02/2014	49014	PATIN, VICTOR & DEBORAH	R424414 - 2013 Supplement #8	-2,915.69
Check	04/17/2014	49046	Yvonne Zhu	Reissue refund ck# 47987 - P474830	-3,918.45
Check	04/17/2014	49052	HRPH Harris Consulting LLC	R036130 - Double payment	-2,700.00
Check	04/24/2014	49107	Nationstar Mortgage LLC	R416202 - Overpayment	-22,193.94
Check	04/24/2014	49153	BENAVIDES, HORTENCIA P & EDUARDO	R014744 - 2013 Supplement #8	-2,813.61
Check	04/25/2014	49278	LOWES HOME CENTERS INC	R372305 - 2009-2012 Agreed Judgments	-31,670.09
Check	04/25/2014	49282	MERRITT, VERONICA J & RICHARD	R358350 - 2012-2013 Supplements	-3,120.49
Check	04/25/2014	49316	LOWES HOME CENTERS INC	R391717 - 2011-2012 Agreed Judgments	-6,985.28
Check	04/25/2014	49317	WILTON, MARK & ROSANNE L	R405838 - 2009-2013 Supplements	-4,568.68
Check	04/25/2014	49318	LOWES HOME CENTER INC	R483921 - 2009-2012 Agreed Judgments	-59,771.12
Check	04/25/2014	49319	LOWES HOME CENTERS INC	R489763 - 2009-2012 Agreed Judgments	-147,300.87
Check	04/25/2014	49441	SAUNDERS, WILLIAM A & KAREN T	R478167 - 2013 Supplement #8	-5,478.42
Check	04/29/2014	49564	Jonathan Callia	P464530 - Overpayment	-3,030.68
Total Refunds Payable - Taxpayers					-296,467.32
TOTAL					-296,467.32

Commissioners Court - Regular Session**12.****Meeting Date:** 05/20/2014

Property Tax Collections – April 2014

Submitted For: Deborah Hunt**Submitted By:** Sandra Surratt, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving property tax collections for the month of April 2014 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments040114-0043014 GWI-RFM040114-043014 GWI-RFM Graph

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/14/2014 09:58 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
April 30, 2014

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2013	\$165,157,177.93	\$417,063.94	\$165,574,241.87	\$594,885.80	\$59,437.43	\$25.58	\$3,011,903.74	\$162,562,338.13	98.18%	98.34%	99.37%
2012 & Prior	\$2,014,967.77	(\$99,425.13)	\$1,915,542.64	\$33,532.22	\$9,631.36	\$11,961.99	\$1,474,226.00	\$441,316.64	23.04%	29.14%	
Rollbacks	\$572,951.77	\$870,329.35	\$1,443,281.12	\$98,518.32	\$10,358.75	\$0.00	\$316,779.97	\$1,126,501.15	78.05%	78.81%	
Total All	\$167,745,097.47	\$1,187,968.16	\$168,933,065.63	\$726,936.34	\$79,427.54	\$11,987.57	\$4,802,909.71	\$164,130,155.92	97.16%	97.39%	

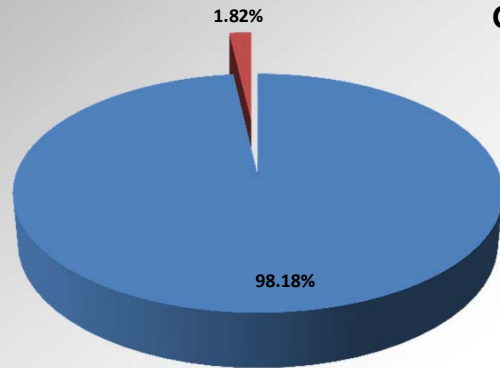
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2013	\$14,520,478.56	\$42,125.66	\$14,562,604.22	\$52,411.44	\$5,261.28	\$2.31	\$258,170.78	\$14,304,433.44	98.23%	98.39%	99.26%
2012 & Prior	\$161,949.57	(\$6,644.12)	\$155,305.45	\$2,853.95	\$806.40	\$785.29	\$116,791.74	\$38,513.71	24.80%	31.07%	
Rollbacks	\$39,388.85	\$61,704.34	\$101,093.19	\$6,477.94	\$677.66	\$0.00	\$23,041.41	\$78,051.78	77.21%	77.92%	
Total All	\$14,721,816.98	\$97,185.88	\$14,819,002.86	\$61,743.33	\$6,745.34	\$787.60	\$398,003.93	\$14,420,998.93	97.31%	97.54%	

2013 COMBINED MONTHLY BREAKDOWN

Oct-13	\$182,466,914.45	\$622,651.67	\$183,089,566.12	\$5,529,293.06	\$27,610.03	\$11,830.09	\$177,548,442.97	\$5,541,123.15
Nov-13	\$183,089,566.12	\$282,988.93	\$183,372,555.05	\$7,612,078.10	\$18,424.05	\$980.05	\$170,218,373.75	\$13,154,181.30
Dec-13	\$183,372,555.05	\$136,389.61	\$183,508,944.66	\$92,648,386.30	\$18,344.59	\$222.01	\$77,706,155.05	\$105,802,789.61
Jan-14	\$183,508,944.66	(\$19,147.98)	\$183,489,796.68	\$68,192,499.79	\$27,279.49	(\$72,353.46)	\$9,566,860.74	\$173,922,935.94
Feb-14	\$183,489,796.68	\$41,004.95	\$183,530,801.63	\$2,162,161.43	\$152,327.37	\$253.59	\$7,445,450.67	\$176,085,350.96
Mar-14	\$183,530,801.63	(\$88,941.63)	\$183,441,860.00	\$1,603,574.80	\$99,294.96	\$60,774.25	\$5,692,159.99	\$177,749,700.01
Apr-14	\$183,441,860.00	\$310,208.49	\$183,752,068.49	\$788,679.67	\$86,172.88	\$12,775.17	\$5,200,913.64	\$178,551,154.85

**Year to Date Collection Report
October 1, 2013 - April 30, 2014**

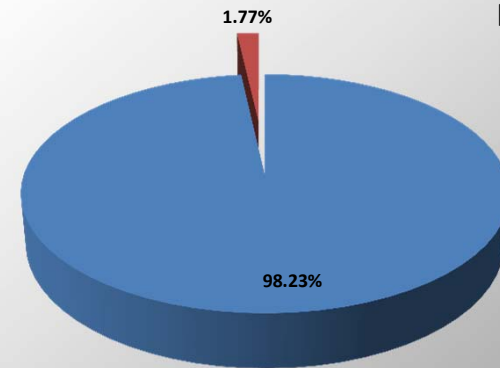
■ YTD Collected ■ YTD Uncollected



GWI

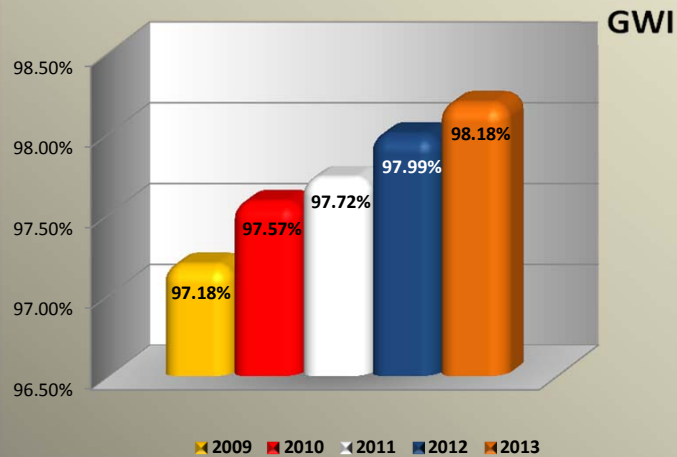
**Year to Date Collection Report
October 1, 2013 - April 30, 2014**

■ YTD Collected ■ YTD Uncollected



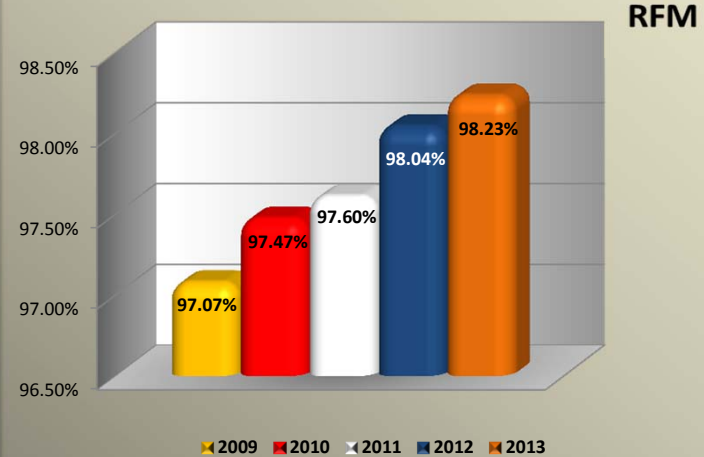
RFM

**Percent of Roll Collected Comparison
April 2010-2014**



GWI

**Percent of Roll Collected Comparison
April 2010-2014**



RFM

Commissioners Court - Regular Session**13.****Meeting Date:** 05/20/2014

Request Confirmation

Submitted By: Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider confirming the appointment of Aaron Dunning as a Pct. 3 Deputy Constable.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsDeputy Confirmation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/14/2014 09:48 AM



OFFICE OF THE CONSTABLE

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

MEMORANDUM

TO: Williamson County Judge Dan Gattis
Williamson County Commissioner Precinct 1, Lisa Birkman
Williamson County Commissioner Precinct 2, Cynthia Long
Williamson County Commissioner Precinct 3, Valerie Covey
Williamson County Commissioner Precinct 4, Ron Morrison

FROM: Kevin Stofle, Constable Precinct 3

DATE: May 13, 2014

SUBJECT: Confirmation of Appointment of Deputy Constable

I have selected Aaron Dunning to serve as Deputy Constable for the Precinct 3 Constable's Office. This is an open previously budgeted position. Mr. Dunning will be sworn into duty on June 2, 2014, and begin his service immediately.

Mr. Dunning has honorably served as a Peace Officer for 17 years, including 14 years as a supervisor, and holds an Advanced Texas Peace Officer Certification. Having successfully completed an extensive interview and background investigation during the selection process, I have full faith and confidence in his ability to perform any and all acts pertaining to the office of Constable.

I hereby request that the matter of his appointment as Deputy Constable for the Precinct 3 Constable's Office be placed on the May 20, 2014 agenda of the Williamson County, Texas Commissioner's Court for ratification.

Respectfully,

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

Commissioners Court - Regular Session**14.****Meeting Date:** 05/20/2014

Non-Disclosure Agreement with FirstWatch

Submitted By: Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a law enforcement related Non-Disclosure Agreement with FirstWatch Solutions, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFirstWatch NDA

Form Review**Inbox**

Hal Hawes

Jalyn Morris

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 05/16/2014

Reviewed By

Hal Hawes

Jalyn Morris

Wendy Coco

Date

05/15/2014 09:33 AM

05/15/2014 11:21 AM

05/16/2014 10:59 AM

Started On: 05/15/2014 09:20 AM

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the date of the last party's execution hereof below (the "Effective Date") between Williamson County, Texas, a political subdivision of the State of Texas ("County"), and FirstWatch Solutions, Inc., (the "Other Party"). County and Other Party hereby agree as follows:

1. Confidential Information. "Confidential Information" shall mean information disclosed by one party (the "Disclosing Party") to the party receiving such information (the "Receiving Party"), subject to the exceptions in Section 5 below, and may include, but is not limited to, trade secrets, physical samples, financial, business, sales or technical information, terms of agreements, negotiations or proposals, confidential, privileged, sensitive and personal information, information obtained from official sources, including but not limited to the Texas Law Enforcement Telecommunications System (TLETS), the National Crime Information Center (NCIC), Texas Crime Information Center (TCIC), Williamson County Computer Aided Dispatch system, Williamson County Information Technology Systems, any other type of "In House" system or other governmental source, and such other information disclosed (a) in written or other tangible form and marked "Confidential" or with words of similar import, (b) orally or visually and identified as confidential or proprietary information at the time of disclosure, or (c) under circumstances by which the Receiving Party should reasonably understand such information is to be treated as confidential, whether or not marked "Confidential" or otherwise.

2. Purpose. Disclosing Party and/or its Affiliates may disclose Confidential Information to the Receiving Party and/or its Affiliates for the sole purpose of (a) considering a potential business relationship with each other, and/or (b) fulfilling the objectives of such business relationship (collectively, the "Purpose").

3. Non-use and Non-Disclosure Obligations. Subject to Section 5 of this Agreement, Receiving Party agrees not to: (a) use Disclosing Party's Confidential Information for any reason, other than for the Purpose; and (b) disclose the Disclosing Party's Confidential Information to any third party except its employees, consultants, directors and Affiliates, and their employees, consultants and directors that have a "need to know" such Confidential Information for furtherance of the Purpose. Receiving Party shall

exercise the same degree of care in protecting Disclosing Party's Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. The Receiving Party shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its employees, consultants, directors or Affiliates, and their employees, consultants and directors.

4. No Publicity. Each party agrees that it shall not make any disclosures relating to the existence of this Agreement, the Purpose or any current, potential or future relationship of the parties without the prior written consent of the party of which such publicity concerns.

5. Exceptions. The obligations of Section 3 of this Agreement shall not apply to information that: (a) is already known to the Receiving Party or its Affiliates at the time of disclosure without obligation of confidentiality to the Disclosing Party, (b) is or becomes publicly known through no wrongful act or omission of the Receiving Party or its Affiliates, (c) is rightfully received by the Receiving Party or its Affiliates from a third party without obligation of confidentiality, (d) is approved for release by written authorization of the Disclosing Party, or (e) was developed by the Receiving Party or its Affiliates independently and without the use or benefit of any of the Confidential Information. A disclosure of Confidential Information that is required to be made by the Receiving Party pursuant to any request, order or requirement of a court, administrative agency or any other governmental agency shall not be deemed a breach of this Agreement, provided that the Receiving Party has: (x) immediately notified the Disclosing Party in writing of such, request, order or requirement, (y) given the Disclosing Party an opportunity to contest disclosure or seek an appropriate protective order, and (z) cooperated with Disclosing Party to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the request, order or requirement.

6. Ownership. All Confidential Information and derivations thereof shall remain the sole and exclusive property of the Disclosing Party and no license or other right to such Confidential Information or either party's intellectual property is granted or implied hereby.

7. As-Is Disclosures. The Disclosing Party warrants that it has the right to disclose the Confidential Information to

the Receiving Party. Except for the foregoing, (a) no other warranties are made whether express, implied or statutory, (b) all Confidential Information is provided on an "AS IS" basis, and (c) no representation, warranty, assurance, or guarantee is made by the Disclosing Party with respect to the accuracy, performance, completeness, or suitability of the Confidential Information or non-infringement of third-party rights based on use of the Confidential Information by the Receiving Party.

8. Return of Confidential Information. Confidential Information and all copies thereof, remain the property of the Disclosing Party. Upon the written request of the Disclosing Party and to the extent allowed by law,, the Receiving Party shall promptly return to the Disclosing Party all documents, presentations, and other tangible items of Confidential Information furnished by the Disclosing Party and all copies thereof or, at the request of the Disclosing Party, certify in writing that all such Confidential Information, including all copies, has been destroyed. This Section is subject to any records retention laws to which either party must comply.

9. Affiliate. As used herein, "Affiliate" shall mean an entity which: (a) controls or is controlled by a party hereto or (b) is under common control with a party hereto: where "control" means that more than fifty percent (>50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

10. Notices. Any notice required or permitted by this Agreement shall be made in writing and be deemed delivered upon verification of delivery to the party at the address noted on the signature page below.

11. Termination of this Agreement. This Agreement shall be effective as of the Effective Date and shall expire on the third (3rd) anniversary of the Effective Date. Either party may terminate this Agreement for any or no reason upon written notice to the party, and termination shall be effective sixty (60) calendar days after receipt of such notice. No expiration or termination shall affect either party's rights or obligations with respect to Confidential Information disclosed prior to such expiration or termination. Notwithstanding any expiration or termination of this Agreement, Sections 3-5 and 9-16, inclusive, of this Agreement shall survive for five (5) years following the date of any such expiration or termination.

12. Governing Law; Conflict Resolution; Venue. This Agreement is governed by the laws of Texas, without regard to its conflict of laws principles. In the event of a conflict or dispute between the parties under this Agreement, the parties agree to meet and confer to discuss in good faith a resolution to such conflict or dispute. The exclusive venue for any judicial action arising out of or relating to this Agreement will be the state courts of Williamson County, Texas and the parties hereby waive any challenge to venue and personal jurisdiction.

13. Injunctive Relief. The parties acknowledge and agree that any breach or threatened breach of this Agreement by the Receiving Party could cause harm to the Disclosing Party for which money damages may not provide an adequate remedy. The parties agree that in the event of such a breach or threatened breach of this Agreement, in addition to any other available remedies, the Disclosing Party may seek temporary and permanent injunctive relief restraining the Receiving Party from disclosing or using, in whole or in part, any Confidential Information.

14. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements, representations and understandings, oral or written, between the parties regarding the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

15. Waiver. A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

16. Counterparts. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature or electronically signed version transmitted to a party is effective as if the original was sent to such party.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY

(SIGNATURE)

(PRINT NAME)

(PRINT TITLE)

Contact Information:

Name/Dept.: _____

Address: _____

Phone: _____

Fax: _____

OTHER PARTY

FirstWatch Solutions, Inc.

(Name of Company or Individual)

(SIGNATURE)

Todd Stout

(PRINT NAME)

President

(PRINT TITLE)

Contact Information:

Name/Dept.: Todd Stout, FirstWatch

Address: 322 Encinitas Blvd, Suite 100

Encinitas, CA 92024

Phone: 760-943-9123

Fax: 760-942-8329

Commissioners Court - Regular Session**15.****Meeting Date:** 05/20/2014

FirstWatch Business Associate Agreement

Submitted By: Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Business Associate Agreement with FirstWatch Solutions, Inc.

Background

This is a HIPPA-required form created by the Commissioner's Court Legal Council.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FirstWatch BAA](#)

Form Review**Inbox**

Hal Hawes

Jalyn Morris

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 05/16/2014

Reviewed By

Hal Hawes

Jalyn Morris

Wendy Coco

Date

05/15/2014 09:33 AM

05/15/2014 11:21 AM

05/16/2014 10:59 AM

Started On: 05/15/2014 09:23 AM

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into and effective as of the date of the last party's execution below, between **Williamson County, Texas**, a political subdivision of the State of Texas, with its principal office at 710 Main Street, Suite 101, Georgetown, Texas 78626 ("County"), and **FirstWatch Solutions, Inc.**, having an office at 322 Encinitas Boulevard, Suite 100, Encinitas, CA 92024 ("Associate").

WITNESSETH:

WHEREAS, Associate provides the following services to County (the "Services"): health related benefits consulting services, which are more thoroughly described in the one or more written Agreements between County and Associate as amended from time to time; and

WHEREAS, the Services may constitute, in whole or in part, services described in the definition of "business associate" set forth in Title 45, Section 164.103 of the Code of Federal Regulations ("CFR"); and

WHEREAS, in connection with the provision of Services, Associate might require access to certain information maintained by County in order to fulfill its obligations to County and/or to conduct its own business; and

WHEREAS, County and Associate desire to enter into this Agreement in order to ensure that Associate's access to and use or disclosure of any and all information relating to County's patients complies fully with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereto by the Department of Health and Human Services ("HHS") and codified at 45 CFR Parts 160 and 164, as amended from time to time, including without limitation (i) the Privacy Standards for the Protection of Health Information set forth at 45 CFR Part 164, Subparts A and E, and (ii) the Security Standards for the Protection of Electronic Protected Health Information set forth at 45 CFR Part 164, Subpart C (the statute and regulations are hereinafter collectively referred to as "HIPAA").

NOW, THEREFORE, in consideration of the mutual covenants and promises more fully set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions.

a. **"Protected health information"** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time. At a minimum, protected health information shall include all individually identifiable health information pertaining to any current or former participant in The Prevention Plan or other prevention products offered by the County (each, a "Participant") that is transmitted or maintained in any electronic or other form or medium.

b. **"Individually identifiable health information"** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time, and for purposes of this Agreement shall mean such information relating to a current or former Participant that is furnished by County to Associate or created by Associate for or on behalf of County (including without limitation demographic information collected from a current or former Participant), and (i) is created or received by County, Associate or another health care provider, health plan, employer, or healthcare clearinghouse; (ii) relates to the past, present or future physical or mental condition of a current or former Participant, the provision of prevention services or related health services to such Participant, or the past, present or future payment for the provision prevention services or related health services to such Participant, and (iii) that identifies the Participant, or for which there is reasonable basis to believe the information can be used to identify the Participant.

c. **"Privacy Standards"** shall mean the Privacy Standards for the Protection of Health Information set forth at 45 CFR Part 164, Subparts A and E, as amended from time to time.

d. **"Electronic protected health information"** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time.

e. **"Security Standards"** shall mean the Security Standards for the Protection of Electronic Protected Health Information set forth at 45 CFR Part 164, Subpart C, as amended from time to time.

f. **"Breach"** shall mean the acquisition, access, use, or disclosure of PHI in a manner that: (i) is not permitted by the HIPAA Privacy Regulations; (ii) poses a significant risk of financial, reputational, or other harm to the individual; and (iii) is not excluded from the definition of Breach found at 45 C.F.R. §164.402. In the event of any inconsistency between the definition of Breach in this Amendment and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.

g. **"HITECH Act"** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act, Pub. L. No. 111-5.

h. **"Unsecured Protected Health Information"** shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

i. Except as otherwise specified in this Agreement, terms used in this Agreement shall be interpreted in a manner consistent with and necessary for County to comply with the Privacy Standards and the Security Standards.

2. **Disclosure to Associate.** Nothing in this Agreement shall be construed to require County to furnish or disclose to Associate any protected health information or other information relating to Participants. The parties acknowledge that County may be required to furnish to

Associate certain protected health information in order to permit Associate to meet its obligations to County. This Agreement is intended solely to require and ensure that Associate's use or disclosure of such protected health information complies fully with the Privacy Standards.

3. Use of Protected Health Information. Associate agrees to use protected health information received by Associate from County or created by Associate on behalf of County solely in its capacity as a business associate to the County, and only to the extent necessary: (i) to meet its obligations to County; (ii) for the proper management and administration of Associate; and (iii) to carry out Associate's legal responsibilities. Associate shall not use protected health information for any other purpose, or in any manner that would constitute a violation of the Privacy Standards or County's Notice of Privacy Practices, as the same may be amended from time to time (the "Privacy Notice"). Associate hereby acknowledges that it has received a copy of the Privacy Notice and will comply fully with its provisions.

4. Disclosure of Protected Health Information. Associate may disclose protected health information only in a manner permitted pursuant to this Agreement or as required by law. To the extent Associate discloses protected health information to any third party, the Associate shall, prior to making any such disclosure and in addition to the assurances required by Section 7 of this Agreement, obtain: (i) reasonable assurances from such third party that the protected health information will be held confidential as required by this Agreement and used or further disclosed only as required by law or for the specific purpose for which it was disclosed to such third party; and (ii) the written agreement of such third party to notify immediately Associate of any breach of the confidentiality of such protected health information, to the extent such third party obtains knowledge of such breach. Associate shall not disclose protected health information received from County for any other reason, or in any manner that would constitute a violation of the Privacy Standards.

5. Safeguards. Associate agrees to implement and utilize safeguards to prevent the use or disclosure of protected health information for any purpose other than as expressly provided for in this Agreement. Upon request therefore, Associate will provide County with information regarding the nature of such safeguards and the effectiveness of their implementation and maintenance.

6. Reporting and Mitigation. Associate agrees to (a) report immediately to County in writing any use or disclosure of protected health information not provided for in this Agreement of which Associate becomes aware; and (b) take such actions as may reasonably be requested by County or as may reasonably be required to mitigate the effects of any use or disclosure of protected health information by Associate or any of its contractors, employees or affiliates in violation of this Agreement. Associate agrees to notify the County as required by 45 CFR 164.410 following the discovery of a breach of unsecured PHI. Such notice shall be provided without unreasonable delay and within the timeframe prescribed in the Privacy Standards and shall include, to the extent possible, information that the County is required to include in notification to the individual under 45 CFR 164.404.

7. Third Parties. Associate shall require that any agent, subcontractor or other third party to whom it is permitted or required to provide protected health information pursuant to this Agreement agree in writing to the same restrictions and conditions that apply to Associate with

respect to such protected health information. Upon request therefore, Associate shall furnish County with documentation regarding such third party agreements.

8. Access to Protected Health Information.

a. If Associate maintains protected health information subject to this Agreement, it agrees to make available to any Participant access to his or her protected health information promptly following a request by County therefore in accordance with 45 CFR § 164.524, as amended from time to time. In the event that any Participant requests access to protected health information directly from Associate, the Associate shall immediately forward such request to County, and County shall notify Associate if there is any basis on which to deny such access to protected health information. In all cases, Associate shall abide by the determination of County regarding any full or partial denial of access to such protected health information to any Participant.

b. If Associate maintains protected health information subject to this Agreement, upon request by County for access to protected health information about a current or former Participant, Associate will make such protected health information available to County for the amendment of the Participant's protected health information or any record set which includes information regarding the Participant. Associate shall provide such information to the County for amendment and shall incorporate any such amendments in the protected health information used and disclosed by Associate in accordance with this Agreement, as required by 45 CFR § 164.526, as amended from time to time.

c. If Associate maintains protected health information subject to this Agreement, during the term of this Agreement, Associate shall maintain, and furnish to County upon request, such information as is required to assist County in making an accounting of disclosures of protected health information relating to current or former Participants and in Associate's possession pursuant to 45 CFR § 164.528, as amended from time to time. In the event that any such request for an accounting is made directly to Associate, Associate shall immediately notify County in writing of such request, and County shall be responsible for the preparation and delivery of any such accounting. In order to permit County to undertake such an accounting, Associate shall, upon request, furnish County with the following information: (i) the date of all disclosures of protected health information by Associate to any third party; (ii) the name of the third party receiving such protected health information, and the address of such third party, if known; (iii) a brief description of the protected health information disclosed; (iv) a brief statement of the basis and purpose of such disclosure; and (v) such other information as reasonably requested by County regarding such protected health information. Notwithstanding the foregoing to the contrary, however, under no circumstances shall Associate be required to maintain information regarding disclosures described in 45 CFR § 164.528(a)(1)(i) through (ix), as amended from time to time, for which the parties agree County is not required to furnish an accounting pursuant to 45 CFR § 164.528.

9. Breach Notification.

a. Effective September 23, 2009, the Business Associate shall immediately report to the Covered Entity any Breach of Unsecured Protected Health Information. Such report shall include at least the following information:

- (1) the identity of each Individual whose information was accessed, acquired or disclosed during the breach;
- (2) a brief description of what happened;
- (3) the date of discovery of the breach;
- (e) the nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
- (f) any steps Individuals should take to protect themselves from potential harm resulting from the breach; and
- (g) a brief description of what the Associate is doing to investigate the breach, to mitigate harm to Individuals, and to protect against any further breaches.

b. Accountings of Disclosures. Associate will provide to an Individual, upon the request of that Individual or the Covered Entity, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.

c. Compliance with HIPAA Privacy and Security Rules.

- (1) Associate acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. §164.504(e) (the provisions of which have been incorporated into the Agreement); and
 - (B) effective February 17, 2010, comply with 45 C.F.R. §§164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. §164.312 ("Technical Safeguards"), Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made

to not follow such guidance, document the rationale for that decision.

- (2) Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.

d. Remuneration in Exchange for Protected Health Information.

As of the effective date of Section 13405(d) of the HITECH Act, Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

e. Identity Theft Regulations.

To the extent that Associate provides services in connection with an account maintained by the Covered Entity that permits patients to make multiple payments for services rendered by the Covered Entity (including, but not limited to, billing and collection services), Associate shall have and follow policies to detect and prevent identity theft in accordance with the identity theft regulations of the Federal Trade Commission, 16 C.F.R. §681.2. In addition, Associate shall: (1) report to Covered Entity any pattern, practice, or specific activity that indicates the possible existence of identity theft ("Red Flags") involving anyone associated with Covered Entity, including its patients, employees, and contractors, and (2) take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected.

10. Security Provisions. Notwithstanding any other provision of this Agreement or the underlying agreement to the contrary,

a. Security Safeguards. Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of County, as required by the Security Standards.

b. Agents. Associate shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information that Associate creates, receives, maintains, or transmits on behalf of County agrees in writing to implement reasonable and appropriate safeguards to protect such information.

c. Security Incidents. Associate shall report to County any security incident of which it becomes aware. For purposes of this Agreement, the term "security incident" means the attempted or successful access, use, disclosure, modification or destruction of Electronic Protected Health Information to which this Agreement applies or interference with system operations in any information system of County, Associate or any subcontractor or agent of Associate. Inconsequential incidents that occur on a daily basis, such as scans, pings or unsuccessful attempts to penetrate Associate's networks or servers containing electronic PHI

shall not be considered a "security incident" subject to reporting, unless so required by the Security Standards.

11. Disclosure of Books and Records. Associate agrees to make its internal practices, books and records relating to the use and disclosure of protected health information received from, or created or received by Associate on behalf of, County available to the Secretary of HHS for purposes of determining County's compliance with the Privacy Standards and the Security Standards.

12. Termination of this Agreement. In the event that County reasonably determines that Associate has violated a material term of this Agreement, County may, upon written notice, terminate this Agreement and any underlying agreement(s) between the parties. Notwithstanding any termination of this Agreement as permitted hereunder, the obligation of Associate to comply with Privacy Standards with respect to any current or former Participant shall survive such termination.

13. Responsibilities upon Termination. Upon the termination of this Agreement and/or the underlying agreement(s) between the parties, Associate shall, if feasible, return or destroy all protected health information received from, or created or received by Associate on behalf of, County that Associate or any contractor, agent or associate of Associate still maintains in any form and retain (and permit any such contractor, agent or associate to retain) no copies of such information or, if such return or destruction is not feasible, extend (and cause any such contractor, agent or associate to extend) the protections of this Agreement to such protected health information and limit further uses and disclosures thereof to those purposes that make the return or destruction of the information infeasible.

14. Extended Responsibilities of Associate. In addition to meeting its obligations under this Agreement, Associate shall ensure that its directors, shareholders, members, employees, contractors, subsidiaries, affiliates, successors and assigns comply fully with the terms and requirements of this Agreement as if such parties were themselves directly a party to this Agreement.

15. Modification of Agreement. This Agreement shall remain in full force and effect throughout the term hereof, and may not be modified except in a writing executed by both parties hereto. Notwithstanding the foregoing, however, in the event of any amendment or modification of the Privacy Standards, this Agreement shall be deemed modified to the extent required to ensure continued compliance with such amended or modified Privacy Standards.

[Remainder of Page is Blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above by executing the Agreement in the space provided below.

COUNTY:


Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____

ASSOCIATE

FirstWatch Solutions, Inc.

By:  _____ (Todd Stout)
Its: President
Date: May 9, 2014

Commissioners Court - Regular Session**16.****Meeting Date:** 05/20/2014

Discuss consider and take appropriate action on approval of final plat for the Sonterra West Section 8-H subdivision - Pct 3

Submitted For: Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of final plat for the Sonterra West Section 8-H subdivision - Pct 3

Background

This 49-lot single family subdivision is the next phase of Sonterra West Section 8, and includes 1,478 feet of new local roads. Construction is not yet complete, but the Owner has posted fiscal to cover the remaining construction. A new revised preliminary plat for the remainder of Section 8 is currently under review.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Final Plat - Sonterra West Section 8-H

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:20 AM

Started On: 05/13/2014 02:25 PM

FINAL PLAT
SONTERRA WEST
SECTION 8-H

LEGAL DESCRIPTION: 8.53 ACRES OUT OF THE
ISAAC BUNKER SURVEY, ABSTRACT #54
WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO.
3571 FAR WEST BLVD, SUITE 13
AUSTIN, TX 78731
PHONE (512) 368-4000

ENGINEER: MICHAEL S. FISHER, P.E.
7800 SHOAL CREEK BLVD., SUITE 220 WEST
AUSTIN, TX 78757
PHONE (512) 454-8711
FAX (512) 459-8867

SURVEYOR: TIMOTHY A. LENZ, RPLS
LENZ & ASSOCIATES, INC. FIRM # 100290-00
4303 RUSSELL DRIVE
AUSTIN, TX 78704
PHONE (512) 443-1174

LAND USE SUMMARY:

SINGLE FAMILY LOTS:	
TOTAL	49 LOTS

STREET DATA: R.O.W. WIDTH PVMT. WIDTH DESIGN SPEED

RUBY LANE	901.32 L.F.	50 FT.	30' F-F	25 M.P.H.
J.E. BROWN LANE	576.67 L.F.	50 FT.	30' F-F	25 M.P.H.
TOTAL	1,477.99 L.F.			

BUILDING SETBACKS:	
FRONT STREET	25 FT.
SIDE STREET	15 FT.
REAR	15 FT.
SIDE	5 FT.

LEGEND

- 1/2" STEEL PIN FOUND
 ○ 1/2" CAPPED STEEL PIN SET
 P.U.E. PUBLIC UTILITY EASE.
 D.E. DRAINAGE EASE.
 B.L. BUILDING LINE



SCALE: 1"= 100'

A horizontal scale bar with alternating black and white segments. The segments are labeled 0', 100', 200', and 300' at the top. The bar is divided into four equal segments, each representing 75 feet.

BEARING BASIS - TEXAS STATE
PLANE COORDINATE SYSTEM,
NAD 1983, CENTRAL ZONE

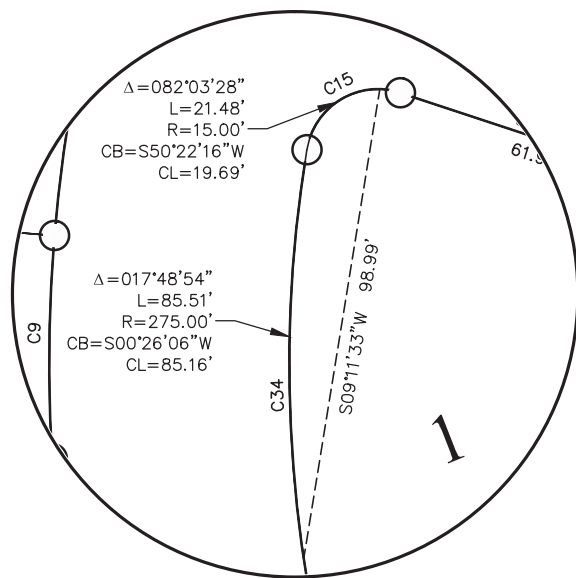
LOCATION MAP

NOT-TO-SCALE

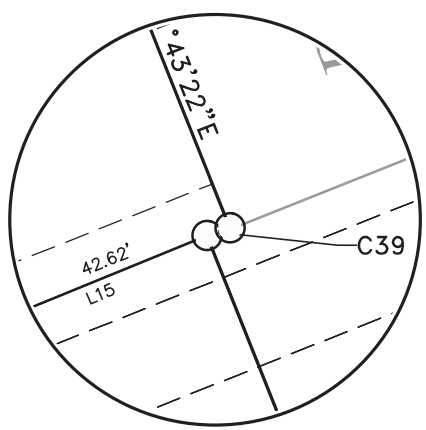
LINE TABLE		
LINE #	LENGTH	BEARING
L1	0.24'	S68°20'26"W
L2	10.97'	N71°48'28"W
L3	12.77'	S71°48'28"E
L4	8.61'	N28°51'44"W
L5	76.92'	S28°51'44"E
L6	21.20'	N68°20'26"E
L8	35.04'	S68°16'38"W
L9	21.85'	S02°03'13"W
L10	28.47'	S02°03'13"W
L11	77.24'	S21°39'34"E

LINE TABLE		
LINE #	LENGTH	BEARING
L12	35.04'	N68°16'38"E
L13	10.27'	S68°20'26"W
L14	5.00'	S68°20'26"W
L15	42.62'	N67°46'03"E
L16	50.79'	S58°13'06"W
L17	50.00'	N21°39'34"W
L18	76.04'	N60°52'23"W
L19	41.49'	S68°16'38"W
L20	57.85'	N82°29'36"W
L21	27.26'	N82°29'36"W

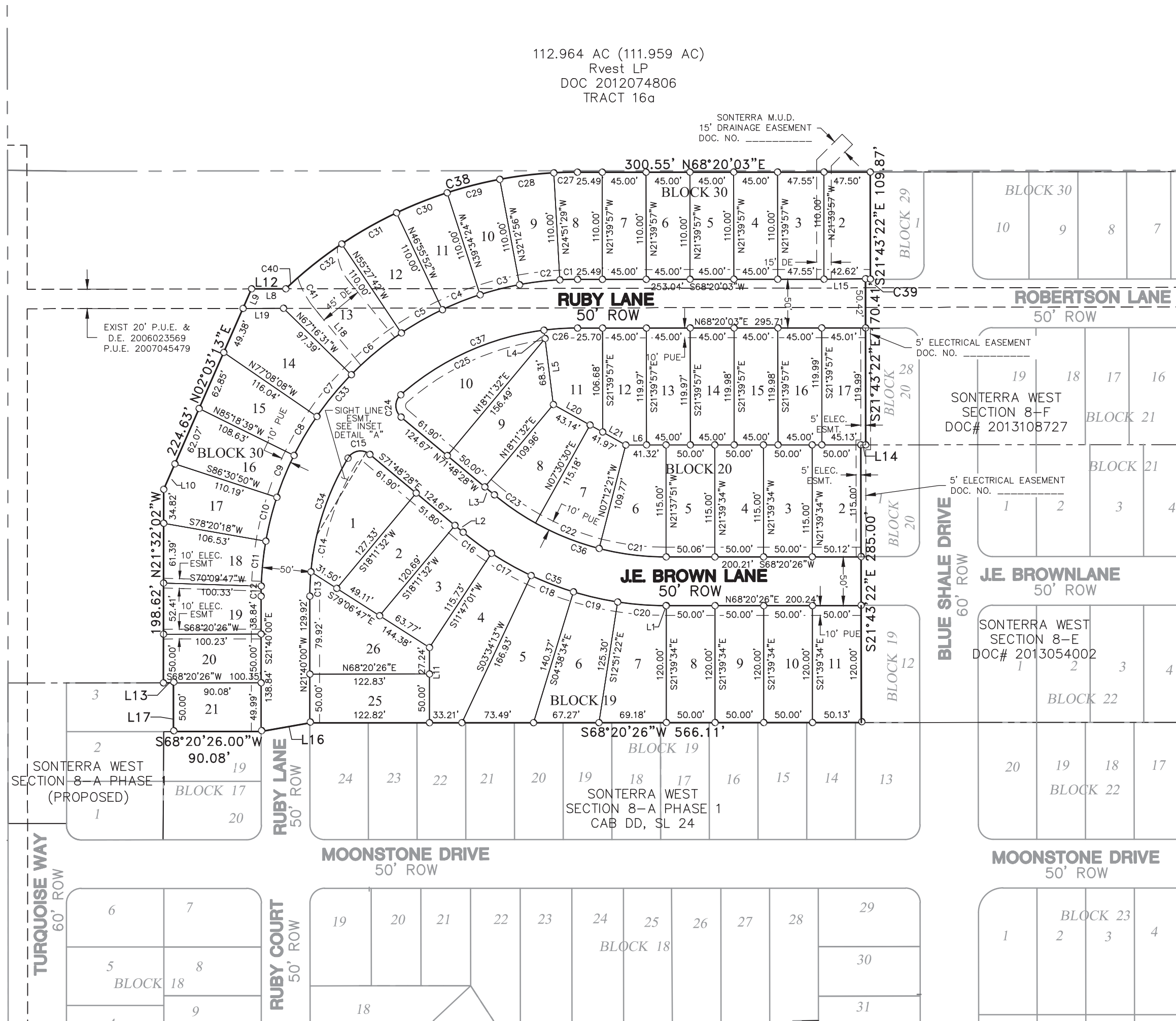
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	325.00'	003°11'32"	N66°44'17"E	18.10'	18.11'
C2	325.00'	007°21'28"	N61°27'48"E	41.71'	41.74'
C3	325.00'	007°21'28"	N54°06'20"E	41.71'	41.74'
C4	325.00'	007°21'28"	N46°44'52"E	41.71'	41.74'
C5	325.00'	008°31'50"	N38°48'13"E	48.34'	48.39'
C6	325.00'	011°48'46"	N28°37'53"E	66.89'	67.01'
C7	325.00'	009°48'44"	N17°49'07"E	55.59'	55.66'
C8	325.00'	008°11'17"	N08°49'08"E	46.41'	46.45'
C9	325.00'	008°11'46"	N00°37'34"E	46.45'	46.49'
C10	325.00'	008°11'23"	N07°34'00"W	46.42'	46.45'
C11	325.00'	008°10'31"	N15°44'57"W	46.33'	46.37'
C12	325.00'	001°49'46"	N20°45'06"W	10.38'	10.38'
C13	275.00'	005°12'50"	S19°03'35"E	25.02'	25.02'
C14	275.00'	025°47'42"	S03°33'19"E	122.76'	123.81'
C15	15.00'	098°51'00"	S58°46'02"W	22.79'	25.88'
C16	325.00'	006°24'31"	S75°00'44"E	36.33'	36.35'
C17	325.00'	008°12'48"	S82°19'23"E	46.55'	46.59'
C18	325.00'	008°12'48"	S89°27'50"W	46.55'	46.59'
C19	325.00'	008°12'48"	S81°15'02"W	46.55'	46.59'
C20	325.00'	008°48'29"	S72°44'24"W	49.91'	49.96'
C21	275.00'	014°27'13"	N75°34'03"E	69.19'	69.37'
C22	275.00'	014°25'51"	S89°50'55"E	70.43'	70.62'
C23	275.00'	010°41'02"	S77°08'59"E	51.20'	51.28'
C24	15.00'	098°51'00"	S22°22'58"E	22.79'	25.88'
C25	275.00'	034°05'44"	S44°05'24"W	161.24'	163.65'
C26	275.00'	007°11'47"	S64°44'09"W	34.52'	34.54'
C27	435.00'	003°11'32"	S66°44'17"W	24.23'	24.23'
C28	435.00'	007°21'28"	S61°27'48"W	55.82'	55.86'
C29	435.00'	007°21'28"	S54°06'20"W	55.82'	55.86'
C30	435.00'	007°21'28"	S46°44'52"W	55.82'	55.86'
C31	435.00'	008°31'50"	S38°48'13"W	64.71'	64.77'
C32	435.00'	007°30'28"	S30°47'04"W	56.96'	57.00'
C33	325.00'	090°00'03"	S23°20'02"W	456.62'	510.51'
C34	325.00'	031°00'32"	S66°09'44"E	147.02'	148.83'
C35	275.00'	039°51'06"	N88°15'59"E	221.52'	226.05'
C36	275.00'	039°51'06"	N88°15'59"E	187.44'	191.27'
C37	275.00'	041°17'31"	S47°41'17"W	193.93'	198.19'
C38	435.00'	043°30'38"	S46°34'44"W	322.46'	330.34'
C39	155.00'	001°51'05"	S71°35'50"W	5.01'	5.01'
C40	435.00'	002°12'26"	S25°53'38"W	16.76'	16.76'
C41	92.50'	021°45'24"	N49°59'41"W	34.91'	35.12'



INSET "A"



(35.99 AC)
MARY JOSEPHINE TSCHOERNER
VOL 1361, PG 528



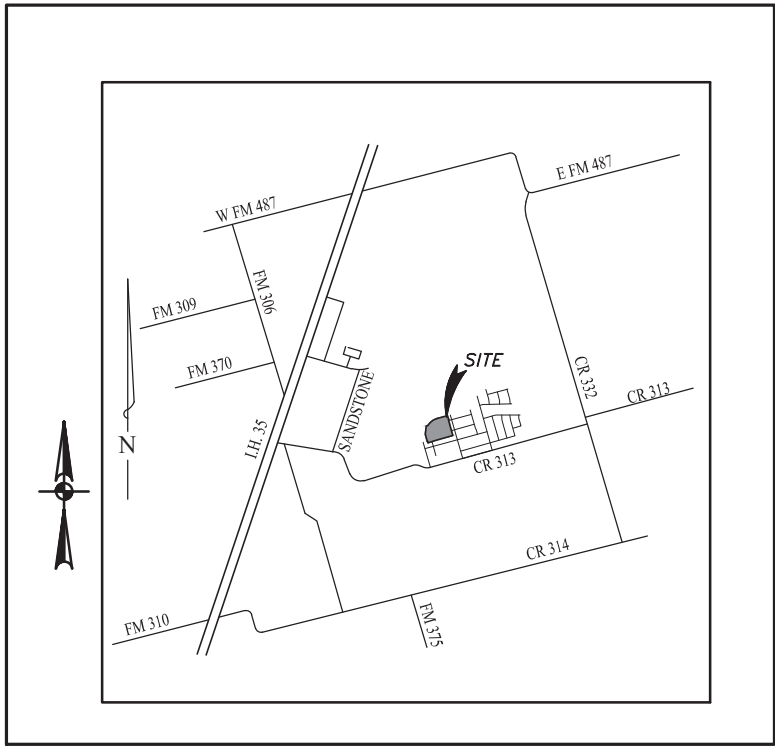
SURVEYOR: TIMOTHY A. LENZ, RPLS
LENZ & ASSOCIATES, INC. FIRM # 100290-00
4303 RUSSELL DRIVE
AUSTIN, TX 78704
PHONE (512) 443-1174



7800 SHOAL CREEK BLVD | AUSTIN TEXAS 78757 | PHONE: 512.454.8711
SUITE 220 WEST | FAX: 512.459.8867

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100388-00

SHEET 1 OF 3



LOCATION MAP
NOT-TO-SCALE

FINAL PLAT SONTERRA WEST SECTION 8-H

NOTES:

1. IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
2. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.
3. A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES AND /OR OBSTRUCTIONS WHICH IMPEDE FLOW ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
7. THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
8. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
9. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
10. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
11. CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
12. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED
13. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
14. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
15. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
16. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
17. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
18. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
19. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
20. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS
21. THERE ARE NO CONSTRUCTION OF PERMANENT STRUCTURES ABOVE THE DISTRICT'S EXISTING 12-INCH WASTEWATER LINE P.U.E. IN LOT 12, BLOCK 30.

SONTERRA WEST SECTION 8-H

FIELD NOTE DESCRIPTION OF 8.53 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, ALSO BEING OUT OF THAT CERTAIN 20.399 ACRE TRACT CALLED TRACT 16B IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2012074807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 8.53 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch diameter steel pin found with cap stamped Lenz & Assoc. on the north line of the said 20.399 acre SonWest Co tract, the same being a southerly line of that certain 111.959 acre tract called Tract 16a in a deed to Rvest LP recorded in Document Number 2012074806 of the Official Public Records of Williamson County, Texas, being at the northwest corner of Lot 1, Block 29, Sonterra West Section 8-F, a subdivision of record in Document Number 2013108727 of the Plat Records of Williamson County, Texas;

THENCE, crossing the said 20.399 acre tract the following five (5) courses and distances:

- 1) S 21°43'22" E, 109.87 feet to a ½ inch diameter steel pin found with cap stamped Lenz & Assoc;
- 2) With a curve to the right, having a central angle of 01°51'05", a radius of 155.00 feet, an arc of 5.01 feet and a chord bearing and distance of S 71°35'50" W, 5.01 feet to a ½ inch diameter steel pin found with cap stamped Lenz & Assoc;
- 3) S 21°43'22" E, 170.41 feet to a ½ inch diameter steel pin found with cap stamped Lenz & Assoc;
- 4) S 68°20'26" W, 5.00 feet to a ½ inch diameter steel pin found with cap stamped Lenz & Assoc;
- 5) S 21°43'22" E, 285.00 feet to a ½ inch diameter steel pin found with cap stamped Lenz & Assoc on the north line of Lot 13, Block 19, Sonterra West Section 8-A, Phase 1, a subdivision of record in Cabinet DD, Slide 24 of the Plat Records of Williamson County, Texas, and being at the southwest corner of Lot 12, Block 19, Sonterra West Section 8-E, a subdivision of record in Document Number 2013054002 of the Plat Records of Williamson County, Texas;

THENCE, along the north line of the said Sonterra West Section 8-A, Phase 1, the same being the south line of the said 20.399 acre SonWest Co tract, the following three (3) courses and distances:

- 1) S 68°20'26" W, 566.11 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) S 58°13'06" W, 50.79 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 3) S 68°20'26" W, 90.08 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;

THENCE, traversing the interior of the said 20.399 acre SonWest Co tract, the following six (6) courses and distances:

- 1) N 21°39'34" W, 50.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) S 68°20'26" W, a distance of 10.27 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 3) N 21°32'02" W, 198.62 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 4) N 02°03'13" E, 224.63 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 5) N 68°16'38" E, 35.04 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 6) With a curve to the right, having a central angle of 43°30'38", a radius of 435.00 feet, an arc of 330.34 feet and a chord bearing and distance of N 46°34'44" E, 322.46 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc on the north line of the said 20.399 acre SonWest Co tract, the same being the south line of the said 111.959 acre Rvest LP tract;

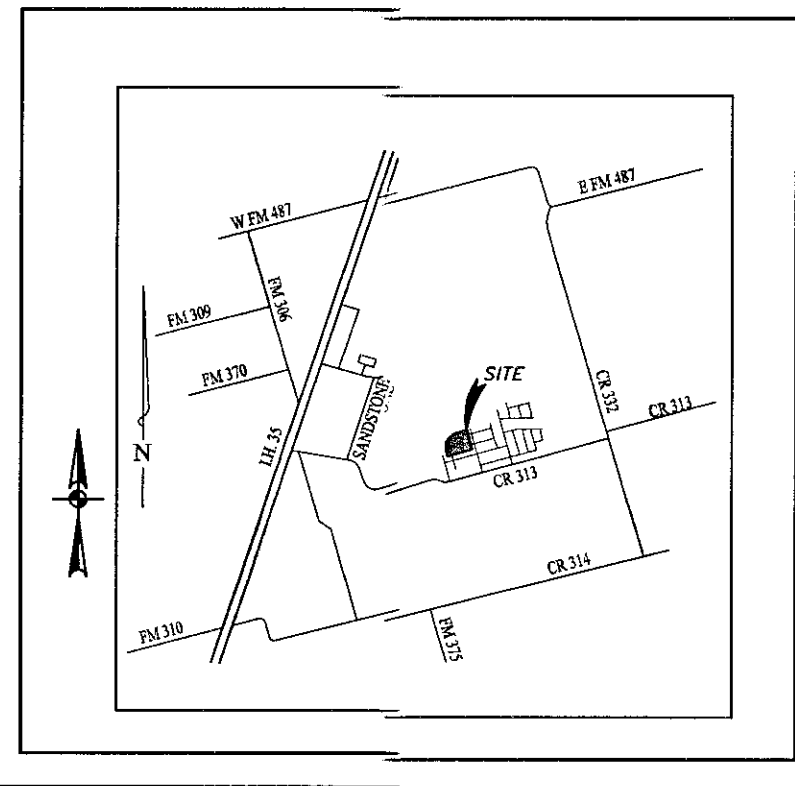
THENCE, N 68°20'03" E, a distance of 300.55 feet to the PLACE OF BEGINNING, containing 8.53 acres of land, more or less.

SURVEYOR: TIMOTHY A. LENZ, RPLS
LENZ & ASSOCIATES, INC. FIRM # 100290-00
4303 RUSSELL DRIVE
AUSTIN, TX 78704
PHONE (512) 443-1174

**PAPE-DAWSON
ENGINEERS**

7800 SHOAL CREEK BLVD / SUITE 220 WEST | AUSTIN TEXAS 78757 | PHONE: 512.454.8711 FAX: 512.459.8867

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 103288-00



LOCATION MAP
NOT TO SCALE

FINAL PLAT SONTERRA WEST SECTION 8-H

STATE OF TEXAS

KNOWN ALL PERSONS BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SONWEST CO., A TEXAS CORPORATION, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, OWNER OF THAT CERTAIN 20.399 ACRE TRACT OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, CALLED TRACT 168 IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2012074807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 8.53 ACRE, OF THE SAID 20.399 ACRE TRACT IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS SONTERRA WEST SECTION 8-H AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SAID TRACT IS SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 2nd DAY OF May, 2014, A.D.

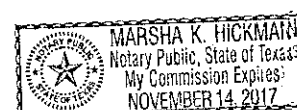
SONWEST CO., A TEXAS CORPORATION
BY: ANDY BILGER, VICE PRESIDENT
3571 FAR WEST BOULEVARD, SUITE 13
AUSTIN, TEXAS 78731

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 2nd DAY OF May, 2014, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

Marsha K. Hickman
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____



THAT SJD, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE LIEN HOLDER OF THAT CERTAIN 20.399 ACRE TRACT OF LAND CALLED TRACT 168 AS RECORDED IN DOCUMENT NUMBER 2012074807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 8.53 ACRE PORTION OF THE 20.399 ACRE TRACT AND DO HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER THE USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WITNESS MY HAND THIS THE 30th DAY OF April, 2014, A.D.

SJD, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: Heidi K. Kistner ITS Manager
3571 FAR WEST BOULEVARD, SUITE 82
AUSTIN, TEXAS 78731

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30th DAY OF April, 2014, A.D. BY _____ ACTING IN THE CAPACITY HEREIN STATED.

Michelle R. Fuller
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

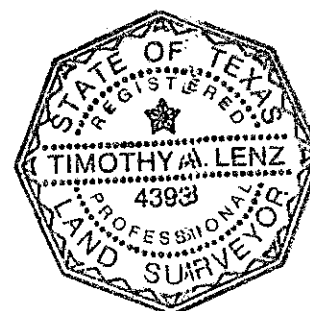
MY COMMISSION EXPIRES _____



SURVEYOR'S CERTIFICATE

I, TIMOTHY A. LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

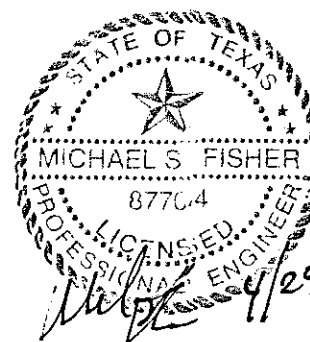
Timothy A. Lenz 5/1/14
TIMOTHY A. LENZ, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704



I, MICHAEL S. FISHER, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

Michael S. Fisher
MICHAEL S. FISHER
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON ENGINEERS, INC.
FIRM #470

4/29/14
DATE



APPROVED FOR 911 SERVICE THIS 1st DAY OF May, 2014.

Seneca Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR IN CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS SONTERRA WEST SECTION 8-H PHASE 3 HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS DATE

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE DAY _____ OF _____, A.D., AT _____ O'CLOCK _____ M., AND DULY RECORDED

THIS THE DAY _____ OF _____, A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

Nancy Rister County Clerk, Williamson County, Texas

BY: _____ DEPUTY

SURVEYOR: TIMOTHY A. LENZ, RPLS
LENZ & ASSOCIATES, INC. FIRM # 100230-00
4303 RUSSELL DRIVE
AUSTIN, TX 78704
PHONE (512) 443-1174

**PAPE-DAWSON
ENGINEERS**

7800 SHOAL CREEK BLVD | SUITE 220 WEST | AUSTIN TEXAS 78757 | PHONE: 512.454.8711
FAX: 512.459.8867

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100230-00

SHEET 3 OF 3

Commissioners Court - Regular Session**17.****Meeting Date:** 05/20/2014

Discuss consider and take appropriate action on approval of final plat for the Siena Section 21

Submitted For: Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of final plat for the Siena Section 21

Background

This final plat was approved by Commissioner's Court on May 13, 2014, but was approved with the agenda item as "Siena Ph 1 Sec 21". Because the actual title of the plat is "Siena Section 21" reapproval of this final plat is being requested so that that agenda item matches the actual plat name.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsFinal Plat - Siena Section 21

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/16/2014

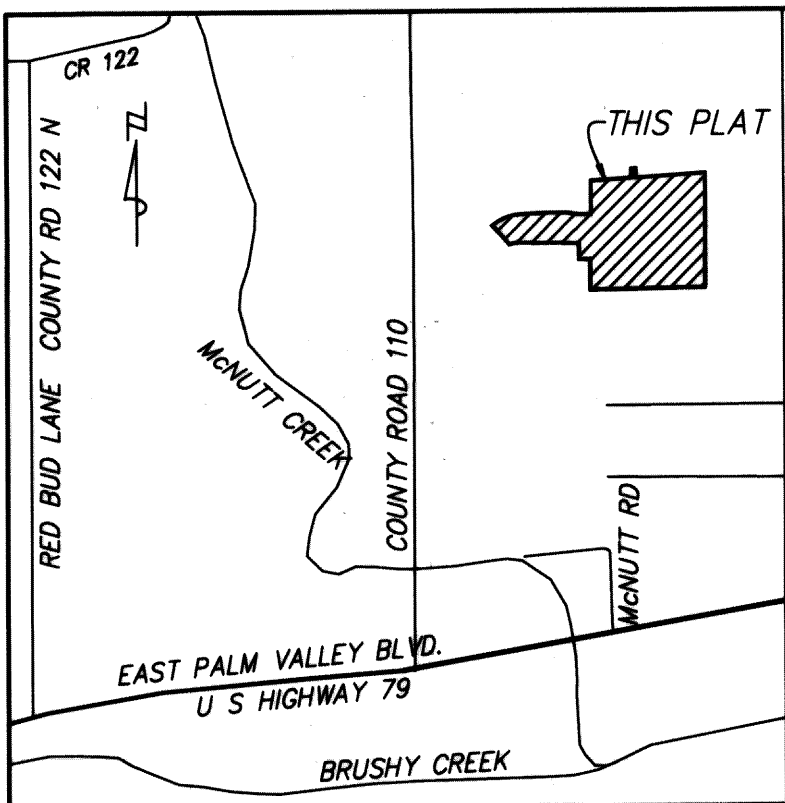
Reviewed By

Wendy Coco

Date

05/16/2014 10:59 AM

Started On: 05/15/2014 11:02 AM

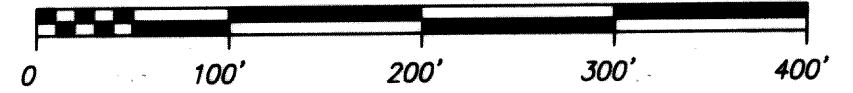


LOCATION MAP NOT TO SCALE

FINAL PLAT OF
SIENA SECTION 21

WILLAMSON COUNTY, TEXAS

SCALE: 1"=100'

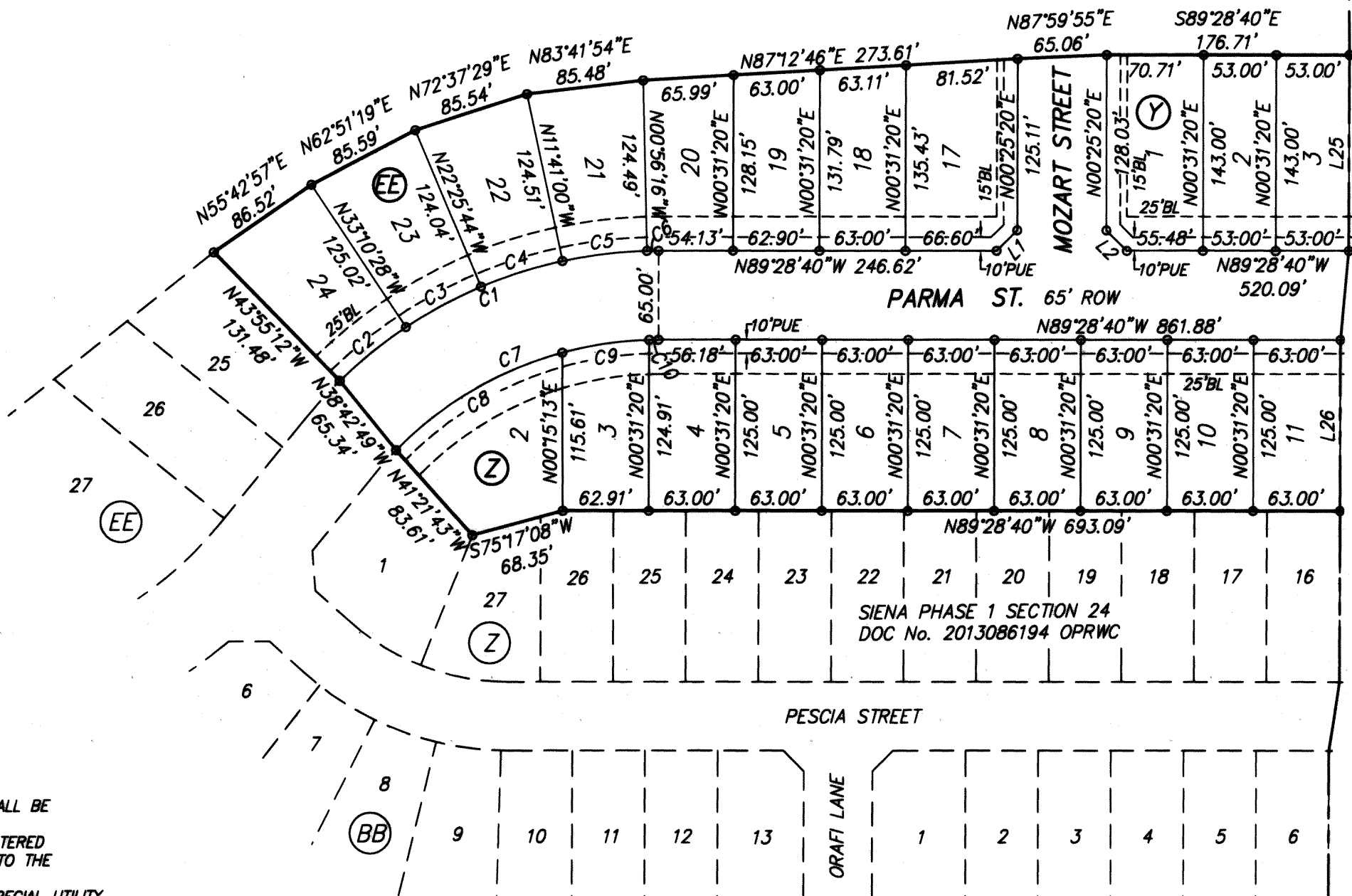


LINE TABLE		
LINE	LENGTH	BEARING
L1	21.23'	N45°28'20"E
L2	21.19'	N44°31'40"W
L3	21.23'	N45°28'12"E
L4	21.19'	N44°31'48"W
L5	21.23'	N45°28'12"E
L6	21.23'	N44°31'48"W
L7	21.44'	N44°45'06"E
L8	20.99'	N45°14'54"W
L9	20.46'	N43°21'30"E
L10	21.94'	N46°38'30"W
L11	20.46'	N43°21'30"E
L12	21.94'	N46°38'30"W
L13	21.94'	N46°38'30"W
L14	20.46'	N43°21'30"E
L15	21.94'	N43°21'30"E
L16	20.46'	N46°38'30"W
L17	20.46'	N46°38'30"W
L18	21.94'	N43°21'30"E
L19	20.46'	N46°38'30"W
L20	21.94'	N43°21'30"E
L21	21.94'	N46°38'30"W
L22	20.46'	N43°21'30"E
L23	29.27'	N46°36'34"W
L24	27.26'	N43°21'26"E
L25	143.00'	N00°31'20"E
L26	125.00'	N00°31'20"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	257.91	332.50	44°26'32"	N68°18'04"E	251.49
C2	62.36	332.50	10°44'44"	N51°27'10"E	62.27
C3	62.36	332.50	10°44'44"	N62°11'54"E	62.27
C4	62.36	332.50	10°44'44"	N72°56'38"E	62.27
C5	62.25	332.50	10°43'39"	N83°40'49"E	62.16
C6	8.58	332.50	1°28'42"	N89°46'59"E	8.58
C7	213.42	267.50	45°42'44"	N67°39'58"E	207.80
C8	142.32	267.50	30°29'00"	N60°03'07"E	140.65
C9	64.28	267.50	13°46'06"	N82°10'40"E	64.13
C10	6.82	267.50	1°27'37"	N89°47'32"E	6.82
C11	21.03	25.00	48°11'23"	N24°30'44"E	20.41
C12	163.76	50.00	187°39'04"	N45°13'06"W	99.78
C13	43.14	50.00	49°26'07"	N23°53'22"E	41.81
C14	32.56	50.00	37°18'29"	N19°28'56"W	31.99
C15	35.33	50.00	40°29'20"	N58°22'51"W	34.60
C16	52.73	50.00	60°25'07"	N71°09'56"E	50.32
C17	21.03	25.00	48°11'23"	N65°03'03"E	20.41
C18	39.82	25.00	91°16'18"	N45°13'06"W	35.75
C19	38.74	25.00	88°47'17"	N44°45'06"E	34.98
C20	21.03	25.00	48°11'23"	N66°45'34"W	20.41
C21	161.59	50.00	185°10'03"	N44°45'06"E	99.90
C22	42.13	50.00	48°16'54"	N66°48'19"W	40.90
C23	119.46	50.00	136°53'09"	N20°36'39"E	93.01
C24	21.03	25.00	48°11'23"	N23°44'14"W	20.41
C25	23.56	15.00	90°00'00"	N45°21'28"E	21.21
C26	23.56	15.00	90°00'00"	N44°38'32"W	21.21
C27	39.27	25.00	90°00'00"	N45°21'28"E	35.36
C28	21.03	25.00	48°11'23"	N65°32'51"W	20.41
C29	162.65	50.00	186°22'46"	N45°21'28"E	99.85
C30	36.04	50.00	41°17'51"	N62°06'05"W	35.26
C31	51.09	50.00	58°32'40"	N67°58'39"E	48.90
C32	41.30	50.00	47°19'39"	N15°02'29"E	40.14
C33	34.22	50.00	39°12'34"	N28°13'38"W	33.55
C34	21.03	25.00	48°11'23"	N23°44'14"W	20.41
C35	21.03	25.00	48°11'23"	N23°40'39"W	20.41
C36	159.10	50.00	182°19'15"	N43°23'17"E	99.98
C37	25.57	50.00	29°18'17"	N33°07'12"W	25.30
C38	46.40	50.00	53°10'25"	N08°07'09"E	44.76
C39	35.33	50.00	40°29'20"	N54°57'02"E	34.60
C40	51.80	50.00	59°21'13"	N75°07'42"W	49.51
C41	21.03	25.00	48°11'23"	N69°32'47"W	20.41
C42	37.50	25.00	85°56'29"	N43°23'17"E	34.08

NEW STREETS:			
NAME	LENGTH	WIDTH	DESIGN SPEED
ANGELO LOOP	2456	50	30
ANGELO STREET	1103	50	30
AREZZO DRIVE	1061	50	30
MOZART STREET	174	50	30
PARMA STREET	1137	65	30
PESCIA STREET	280	50	30
ROMA STREET	837	50	25
TOTAL	7048		

SEDC DEVCO, INC.
291.9779 ACRES
DOC. No. 2013084236
OPRWC



MATCH LINE - SEE SHEET 2

NOTES:

- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF SIENA MUNICIPAL UTILITY DISTRICT No. 1.
- SIDEWALKS WILL BE MAINTAINED BY THE ADJACENT HOMEOWNERS.
- THE COUNTY (WILLAMSON COUNTY) WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE OR EASEMENTS IN THIS SUBDIVISION OUTSIDE OF THE ROADWAY RIGHT-OF-WAY. MAINTENANCE AND LIABILITY OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, ILLUMINATION, SIDEWALKS, WATER QUALITY FEATURES, PRIVATE DRIVEWAYS, OR ANY OTHER IMPROVEMENTS REQUIRED BY OTHER GOVERNMENTAL AGENCIES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
- THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINAGE OR PROTECTING THE ROAD SYSTEMS AND STREETS.
- THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.

LEGEND:

- = IRON ROD SET (1/2" WITH RJ SURVEYING CAP)
- = FOUND 1/2" IRON ROD
- ROW = RIGHT OF WAY
- DE = DRAINAGE AND STORM SEWER EASEMENT
- WWE = WASTEWATER EASEMENT
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY
- PRWC = PLAT RECORDS OF WILLAMSON COUNTY
- Ⓢ = BLOCK NAME

OWNER:
SEDC DEVCO, INC., JOHN LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746
AREA OF PLAT: 42.79 ACRES
NUMBER OF BLOCKS: 8
LINEAR FEET OF NEW STREETS: 7048 FT
PATENT SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT No. 422
NUMBER OF LOTS BY TYPE:
169 SINGLE FAMILY LOTS
1 DRAINAGE LOT

DATE: APRIL 20, 2014

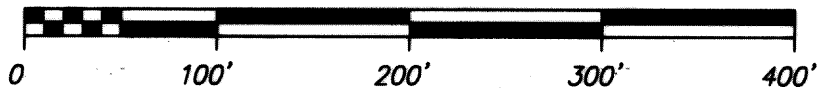
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

FINAL PLAT OF SIENA SECTION 21

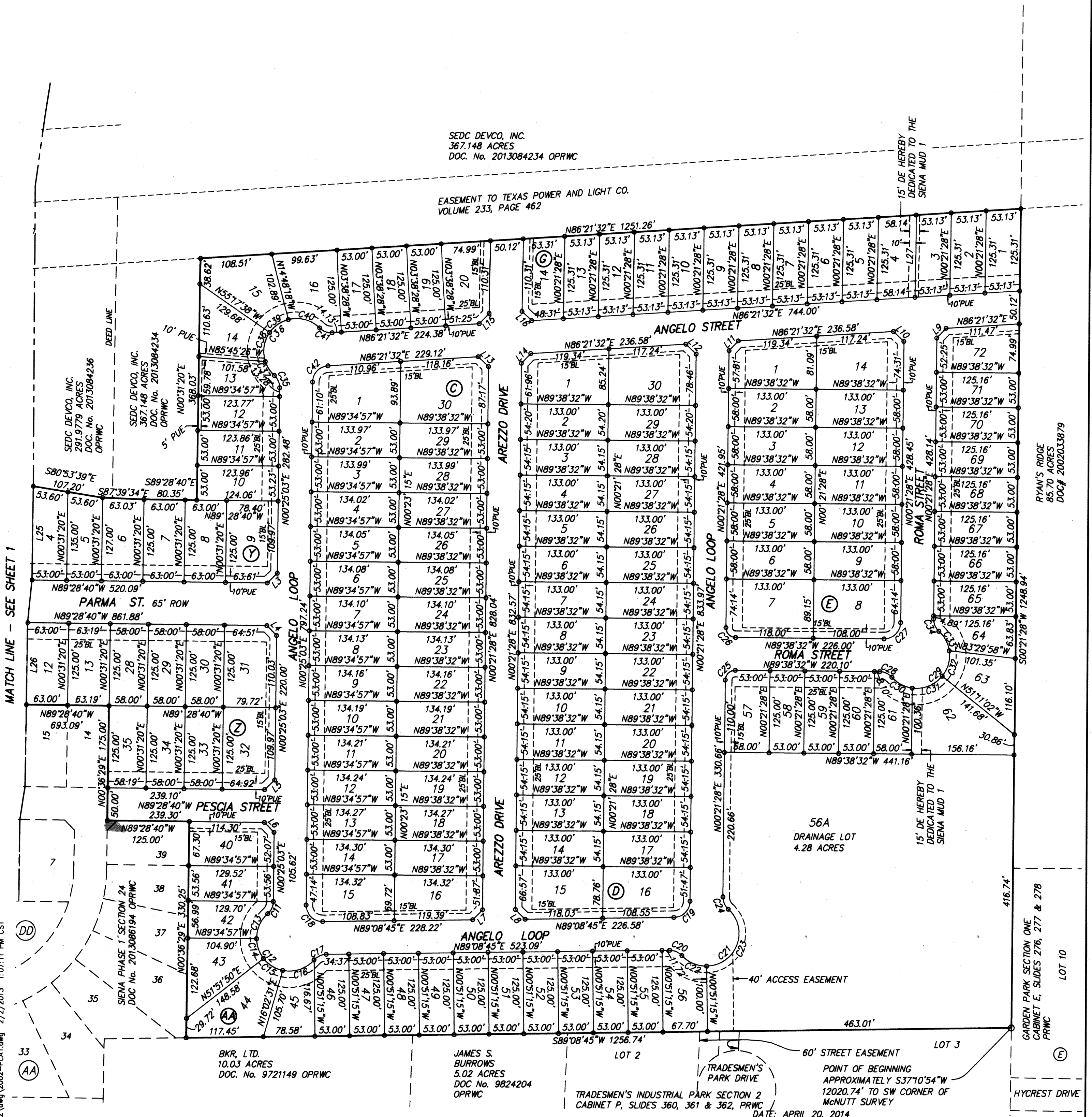
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



LEGEND:

- = IRON ROD SET (1/2" WITH RJ SURVEYING CAP)
- = FOUND 1/2" IRON ROD
- ROW = RIGHT OF WAY
- DE = DRAINAGE EASEMENT
- WWE = WASTEWATER EASEMENT
- Ⓢ = BLOCK NAME



MATCH LINE - SEE SHEET 1

S:\LAND2001-2050\2002\PLAT.dwg 2/2/2013 1:07:11 PM CST

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

DESCRIPTION:

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 AND BEING A PART OF THAT 40,000 ACRE TRACT OF LAND CONVEYED TO DOUBLE J INVESTMENTS, LP, BY DEED RECORDED IN DOCUMENT No. 2005083810 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THAT 124.393 ACRE TRACT OF LAND CONVEYED TO EASY KYLE PARTNERS, LP, BY DEED RECORDED IN DOCUMENT No. 2006039639 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT to a 1/2" iron rod found at the Southeast Corner of the said 124.393 Acre Tract at the Northeast Corner Lot 3, Tradesmen's Industrial Park Section 2, according to the plat thereof recorded in Cabinet P, Slides 360, 361 and 362 of the Plat Records of Williamson County, Texas (from which point the Southwest Corner of the McNutt Survey bears approximately S.37°10'54"W. 12020.74 feet);

THENCE S.89°08'45"W., along the South Line of the said 124.393 Acre Tract, the same being the North Line of Lots 2 and 3, of the said plat of Tradesmen's Industrial Park Section 2, (at a distance of 645.44 feet pass a 1/2" iron rod found at the Northwest Corner of said Lot 2), in all a total distance of 1256.74 feet to a 1/2" iron rod set;

THENCE across the said 124.393 Acre Tract the following two courses:

N.00°36'29"E. a distance of 330.25 feet to a 1/2" iron rod set;
N.89°28'40"W. a distance of 125.00 feet to a 1/2" iron rod set in the West Line of the 124.393 Acre Tract and the East Line of the said 40,000 Acre Tract;

THENCE N.00°36'29"E. along the Common Line of the 124.393 Acre Tract and the 40,000 Acre Tract a distance of 175.00 feet to a 1/2" iron rod set;

THENCE across the said 40,000 Acre Tract the following 14 courses:

N.89°28'40"W. a distance of 693.09 feet to a 1/2" iron rod set;
S.75°17'08"W. a distance of 68.35 feet to a 1/2" iron rod set;
N.41°21'43"W. a distance of 83.61 feet to a 1/2" iron rod set;
N.38°42'49"W. a distance of 65.34 feet to a 1/2" iron rod set;
N.43°55'12"W. a distance of 131.48 feet to a 1/2" iron rod set;
N.55°42'57"E. a distance of 86.52 feet to a 1/2" iron rod set;
N.62°51'19"E. a distance of 85.59 feet to a 1/2" iron rod set;
N.72°37'29"E. a distance of 85.54 feet to a 1/2" iron rod set;
N.83°41'54"E. a distance of 85.48 feet to a 1/2" iron rod set;
N.87°12'46"E. a distance of 273.61 feet to a 1/2" iron rod set;
N.87°59'55"E. a distance of 65.06 feet to a 1/2" iron rod set;
S.89°28'40"E. a distance of 176.71 feet to a 1/2" iron rod set;
S.80°53'39"E. a distance of 107.20 feet to a 1/2" iron rod set;
S.87°39'34"E. (at 14.34 feet pass the said Common Line of the 124.393 Acre Tract and the 40,000 Acre Tract) in all a distance of 63.03 feet to a 1/2" iron rod set;

THENCE across the said 124.393 Acre Tract the following three courses:

S.89°28'40"E. a distance of 80.35 feet to a 1/2" iron rod set;
N.00°31'20"E. a distance of 368.03 feet to a 1/2" iron rod set;
N.86°21'32"E. a distance of 1251.26 feet to a 1/2" iron rod set to the East Line of the said 124.393 Acre Tract and the West Line of that 85.70 Acre Tract conveyed to Ryan's Ridge by deed recorded in Document No. 2002033879 of the Official Public Records of Williamson County, Texas;

THENCE S.00°21'28"W. along the East Line of the 124.393 Acre Tract and the West Line of the 85.70 Acre Tract (at a distance of 1005.23 feet pass the Northwest Corner of Lot 10, Block E, Garden Park Section One, according to the plat thereof recorded in according to the plat thereof recorded in Cabinet E, Slides 276, 277 and 278 of the Plat Records of Williamson County, Texas) in all a distance of 1248.94 feet to the said Point of Beginning.

Containing 42.79 acres, more or less.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN 291.9779 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE OWNER OF THAT 367.148 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 21." AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 30th DAY OF APRIL 2014

SEDC DEVCO, INC.

JOHN LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF APRIL A. D., 2014

JOHN A. POLLARD
NOTARY PUBLIC SIGNATURE



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 42.79 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DOCUMENT NOS. 2007070997, 2008015857, 2013014332, 2013014333 AND 2013084452 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SUCH INSTRUMENTS ARE AMENDED, MODIFIED AND EXTENDED, DOES HEREBY CONSENT TO THE SUBDIVISION OF SUCH 42.79 ACRE TRACT OF LAND, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

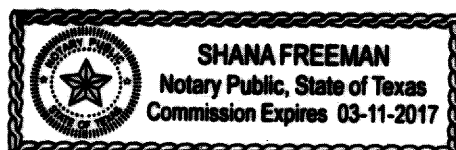
BY:

SHANA FREEMAN
VICE PRESIDENT
COMMERCIAL LENDING

THE STATE OF TEXAS
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30th DAY OF APRIL 2014

BY: SHANA FREEMAN
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES: 3-11-17



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT DOUBLE J INVESTMENTS, L.P. A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 291.9779 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 42.79 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

DOUBLE J INVESTMENTS, LP., A TEXAS LIMITED PARTNERSHIP

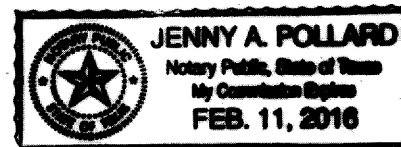
BY: AUS S.T. KYLE GP, INC.
A TEXAS CORPORATION,
ITS GENERAL PARTNER

BY: JOHN S. LLOYD, VICE PRESIDENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30th DAY OF APRIL 2014

BY: JENNY A. POLLARD
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES: 2/11/16



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 42.79 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP

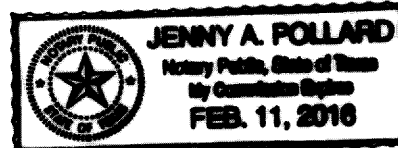
BY: GENERAL DRIPPING, INC.
A TEXAS CORPORATION
ITS GENERAL PARTNER

BY: JOHN S. LLOYD, PRESIDENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30th DAY OF APRIL 2014

BY: JENNY A. POLLARD
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES: 2/11/16



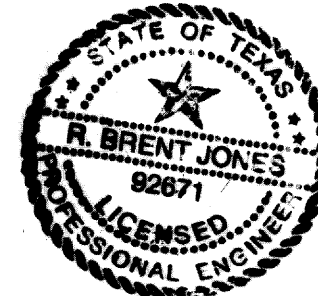
FINAL PLAT OF
SIENA SECTION 21
WILLIAMSON COUNTY, TEXAS

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

R. BRENT JONES
DATE 4/29/14
LICENSED PROFESSIONAL ENGINEER NO. 92671



SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

J. KENNETH WEIGAND
DATE Apr. 29, 2014
R.P.L.S. NO. 5741
STATE OF TEXAS



IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT I, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____ A.D., ____ AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF ____ A.D., ____ AT ____ O'CLOCK ____ M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT No. ____

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

NANCY RISTER, CLERK,
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: APRIL 20, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

Commissioners Court - Regular Session**18.****Meeting Date:** 05/20/2014

Resolution for 100 th Birthday

Submitted For: Cynthia Long**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution recognizing William Edward Hinds, Sr. for his upcoming 100th birthday.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsHinds Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:20 AM

Started On: 05/13/2014 02:12 PM

**State of Texas
County of Williamson
Know all men by these presents:**

That on the 20th day of May, 2014 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, William Edward Hinds, Sr., affectionately known as Bill, was born to Lee and Lucy Fry Hinds on May 31, 1914; and

WHEREAS, Bill Hinds has been a integral part of shaping the Central Texas landscape as he helped construct the Buchanan Dam in the 1930's; and

WHEREAS, Bill married Marie Gilliland on April 17, 1936 and raised their sons Burt and W.E.; and

WHEREAS, Bill is a testament to the work ethic of "Greatest Generation"; he worked for the Southern Pacific Railroad until he was seriously injured in a train accident and was not expected to ever walk again; however, he overcame his injuries and returned to work on the railroad until he retired in 1978; and

WHEREAS, Bill's love for trains never wavered; James Vaughn, Bill's friend and owner the Eagle Cliff train car on the Hill Country Flyer would stop the train in front of Bill's house to take him for a ride to spend the day in Burnet; and

WHEREAS, Bill and Marie were happily married until her death in 1989; and for the last 25 years, Bill has cared for himself and the family home in Liberty Hill, Texas; and

WHEREAS, Bill stayed healthy and fit by walking two miles a day until he was in his nineties and mowing elderly ladies' yards until just recently; and

WHEREAS, Bill is a member of the Over the Hill Gang in Liberty Hill, Texas where he has proven himself to be an accomplished Texas 42 tournament winner; and

WHEREAS, Bill is a father, grandfather, great-grandfather, and great-great-grandfather who continues to be an inspiration for five generations of his family and all those who meet him; now, therefore be it

NOW THEREFORE BE IT RESOLVED, that we do hereby recognize William Edward Hinds, Sr. and honor him on his 100th birthday and acknowledge his rich life and accomplishments as a valued member of his family, community, and Williamson County.

RESOLVED THIS 20th DAY OF MAY, 2014

Dan A. Gattis
County Judge

Cynthia Long
Commissioner Precinct #2

Attest:

Nancy Rister
County Clerk

Commissioners Court - Regular Session**19.****Meeting Date:** 05/20/2014

Emergency Medical Services Week May 18-24, 2014 proclamation

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider approving proclamation for Williamson County EMS proclaiming May 18-24, 2014 as Emergency Medical Services Week.

Background

Consider approving the WCEMS proclamation recognizing May 18-24, 2014 as Emergency Medical Services Week. EMS is a vital public service, WCEMS system are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and access to quality emergency care dramatically improves the survival and recovery rate of those experience sudden illness or injury.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

[WCEMS EMS week proclamation 2014](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/14/2014 08:25 AM

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 20th day of May 2014, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Dan A. Gattis, County Judge
Lisa Birkman, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Ron Morrison, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the Williamson County EMS system are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians at Williamson County EMS and its 16 partner first responder organizations; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE Be It Resolved that the Williamson County Commissioners Court declares the week of May 18-24, 2014, as

EMERGENCY MEDICAL SERVICES WEEK

We encourage the community to get to know their EMS providers.

RESOLVED THIS 20th DAY OF MAY, 2014

Attest:

Nancy E. Rister
Williamson County Clerk

Dan A Gattis
Williamson County Judge

Commissioners Court - Regular Session**20.****Meeting Date:** 05/20/2014

Recognition of AHA Mission Lifeline STEMI Systems of Care Silver Award

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Recognition of Williamson County EMS by the American Heart Association Mission Lifeline for their success in cardiac care.

Background

The American Heart Association Mission Lifeline would like to recognize WCEMS for their work, training and commitments in improving the overall quality of care for the STEMI (heart attack) patients.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

[AHA Mission Lifeline Program](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/14/2014 08:12 AM

BECAUSE TIME MATTERS.



**MISSION:
LIFELINE**

What is Mission: Lifeline® EMS Recognition?

Mission: Lifeline® Emergency Medical System (EMS) Recognition is a new platform added to the Mission: Lifeline STEMI recognition program. It seeks to acknowledge the work, training and commitment by EMS agencies to improve overall quality of care for the STEMI patient, by directly influencing the STEMI System of Care.

What role does EMS play in Mission: Lifeline?

The Emergency Medical System providers are vital to the overall success of Mission: Lifeline STEMI Systems of Care. EMS agencies with education in STEMI identification, access to 12 lead ECG machines and follow protocols derived from ACC/AHA STEMI Guidelines are agencies that are driving improvements in the care of STEMI patients. The correct tools and training allow EMS providers to rapidly identify the STEMI, promptly notify the destination Center and trigger an early response from the awaiting hospital personnel. Collaboration among pre-hospital and hospital providers is the essence of Mission: Lifeline.

What are the recognition levels that can be awarded and the volume requirements for each?

- **BRONZE:** At least 1 calendar quarter achieving a minimum of 75% compliance for each required measure.
 - **Volume:** at least 2 patients per reporting quarter with at least 4 patients in the calendar year.
- **SILVER:** At least one calendar quarter achieving a minimum of 75% compliance for each required measure in each reporting quarter.
 - **Volume:** at least 8 patients in the calendar year.
- **GOLD** (Not available for 2014 award cycle): 2 calendar years achieving a minimum of 75% for each required measure compliance in all 4 reporting quarters of each year (8 consecutive quarters total).

What are the Mission: Lifeline EMS recognition measures that will be reviewed for compliance?

1. Percentage of patients with non-traumatic chest pain \geq 35 years old, treated and transported by EMS who get a pre-hospital 12 lead ECG
2. Percentage of STEMI patients transported to a STEMI Receiving Center, with pre-hospital First Medical Contact (FMC) to Device (PCI) \leq 90 Minutes
3. Percentage of STEMI patients transported to a STEMI Referring Center, with Arrival (to Referring Center) to Fibrinolytic Therapy administered in \leq 30 Minutes (Door to Needle)

Agencies are required to submit their data based on transport destination as cited below:

Agencies with STEMI patients transported to STEMI Receiving Centers only	Reporting Measures #1 and #2 required
Agencies with STEMI patients transported to STEMI Referring Centers only	Reporting Measures #1 and #3 required
Agencies with STEMI patients transported to both STEMI Receiving Centers and STEMI Referring Centers	Reporting Measures #1, #2, and #3 required

Commissioners Court - Regular Session**21.****Meeting Date:** 05/20/2014

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear the May 2014 Construction Summary Report for Road Bond and Pass Through Financing projects.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsMay 2014 CSR

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/15/2014 09:42 AM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

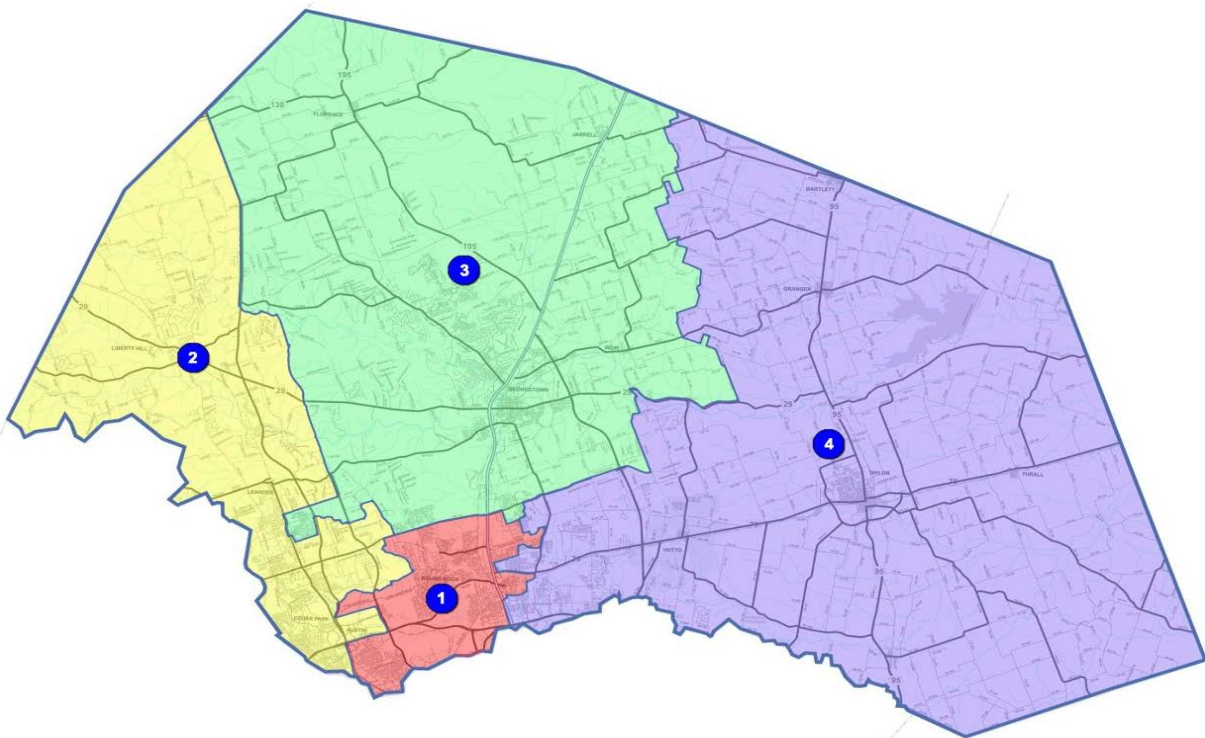
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

May 2014

WWW.ROADBOND.ORG

Volume XIII - Issue No. 5



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2014

Precinct 1

- Pond Springs Road (signal) – Jul 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- CR 174 @ Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop Project 2 – Jun 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 @ SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop @ FM 1460 – Nov 2009
- CR 111 (Westinghouse Road) – Jun 2010
- Williams Drive – April 2011
- CR 104, Phase 2 – May 2011
- RM 2338 (PTF) – Dec 2011
- SH 29 @ Park Pl & Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – June 2013
- Ronald Reagan Blvd. North Phase 4 – March 2014

Precinct 2

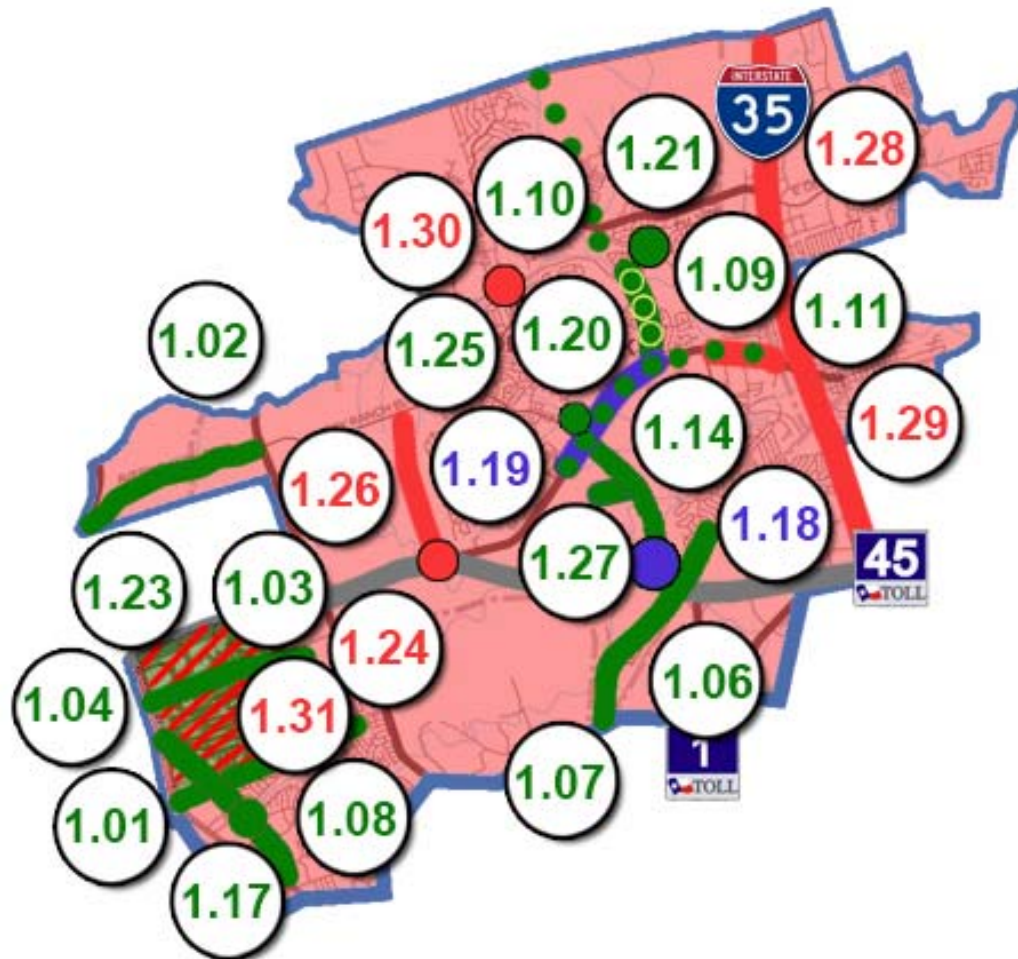
- FM 1869 @ SH 29 (signal) – Aug 2002
- County Road 175 – Jun 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd North Ph. 1 – Sep 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008
- CR 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Feb 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010
- CR 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- CR 260/266 – April 2013

Precinct 4

- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – Dec 2010
- FM1660 @ Landfill Rd. – Sep 2011
- BUS 79 Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- CR 138 – June 2013
- CR 108 – November 2013

PRECINCT 1

COMMISSIONER BIRKMAN



Completed/Open to Traffic

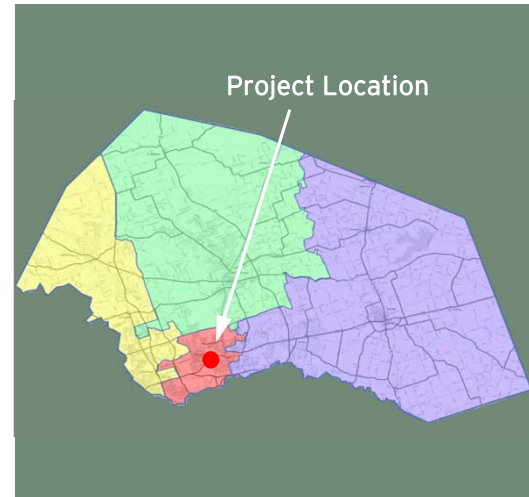
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study
- 1.25 King of Kings Crossing
- 1.27 South Great Oaks Extension

Under Construction / Bidding

- 1.18 O'Connor Overpass @ SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)

In Design

- 1.24 Pearson Ranch Underpass @ SH 45/RM 620
- 1.26 Pearson Ranch Road
- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 Overpass @ Railroad / Chisholm Trail
- 1.30 Great Oaks at Brushy Creek
- 1.31 Forest North Drainage Improvements



RM 620 SAFETY IMPROVEMENTS

(Cornerwood Dr. to Wyoming Springs Dr.)

Project Length: 2.1 Miles

Roadway Classification: Major Urban Arterial

Roadway Section: Four-lane Divided

Structures: Three Bridge Class Culverts

Project Schedule: February 2013 - September 2014

Estimated Construction Cost: \$11.6 Million



APRIL 2014 IN REVIEW

04/11/2014: CF Jordan continues to install 36" RCP for Line J, set curb inlets on Lines H and J, and laterals on Line L. The Contractor placed rock riprap along the north ditchline, east of Culvert 2, and began placing and grading topsoil between Culvert 2 and Cat Hollow and between Driveway 1 and Great Oaks. CF Jordan poured Driveways 1 and 12B, poured headwall and wingwall footings for the upstream end of Culvert 4, and began forming and tying steel for the walls. The Contractor began processing first course flex base between O'Connor and Smyers and removed the metal beam guard fence from the north side of Culvert 5. Subcontractor ESS poured curb and gutter between Great Oaks and Cat Hollow and between Driveways 1 and 12. CF Jordan continues daily watering of grass throughout the project.

05/02/2014: CF Jordan completed grading topsoil between O'Connor and Great Oaks and ESS seeded and installed soil retention blanket. CF Jordan began processing flex base between Culvert 4 and O'Connor. The Contractor completed installation of pipe on Storm Lines H, J, and N and completed pouring inlet tops for both Storm Lines G and H. CF Jordan also poured concrete Driveway 16 and poured concrete for the new driveway. Subcontractor Tex-Op completed milling the existing pavement between Wyoming Springs and the west end of the project, except for the intersections.



Design Engineer: Halff
Contractor: CF Jordan Construction
Construction Observation:
Darren Muenster, Atkins

Williamson County
Road Bond Program



RM 620 Safety Improvements (Cornerwood to Wyoming Springs)**Project No. 12IFB00036**

Original Contract Price = \$11,281,112.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/17/2012	12/4/2012	2/4/2013	2/7/2013	9/28/2014		587	0	587
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	2/11/2013	2/28/2013	9	\$480,434.00	\$480,434.00	4	2	
2	3/1/2013	3/31/2013	31	\$282,266.70	\$762,700.70	7	7	
3	4/1/2013	4/30/2013	30	\$653,237.30	\$1,415,938.00	12	12	
4	5/1/2013	5/31/2013	31	\$719,137.75	\$2,135,075.75	18	17	
5	6/1/2013	6/30/2013	30	\$745,487.08	\$2,880,562.83	25	22	
6	7/1/2013	7/31/2013	31	\$408,509.40	\$3,289,072.23	28	28	
7	8/1/2013	8/31/2013	31	\$424,063.01	\$3,713,135.24	32	33	
8	9/1/2013	9/30/2013	30	\$360,790.23	\$4,073,925.47	35	38	
9	10/1/2013	10/31/2013	31	\$828,037.80	\$4,901,963.27	42	43	
10	11/1/2013	11/30/2013	30	\$402,459.60	\$5,304,422.87	46	48	
11	12/1/2013	12/31/2013	31	\$232,615.66	\$5,537,038.53	48	54	
12	1/1/2014	1/31/2014	31	\$416,070.79	\$5,953,109.32	51	59	
13	2/1/2014	2/28/2014	28	\$381,427.31	\$6,334,536.63	55	64	
14	3/1/2014	3/31/2014	31	\$446,512.67	\$6,781,049.30	59	69	
15	4/1/2014	4/30/2014	30	\$345,178.65	\$7,126,227.95	62	74	

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/13/2013	55,261.60	55,261.60

3F: County Convenience. Additional work desired by the County. This Change Order extends Contract item 100-2002 Prepare ROW to compensate the Contractor for clearing of dead trees and shrubs to eliminate fire hazards east of the project to Deepwood Drive. 4D: Third Party Accommodation. Other. This Change Order adds modifications to the water quality ponds required by TCEQ, in response to comments received too late to incorporate prior to letting. 2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract force account item to compensate the Contractor to secure and protect karst features discovered during construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/24/2013	250,000.00	305,261.60

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract force account item to compensate the Contractor for the closure of karst features discovered during construction operations. The closures will be conducted in accordance with the approved TCEQ closure plans.

Adjusted Price = \$11,586,374.20

PRECINCT 2

COMMISSIONER LONG

Completed/Open to Traffic

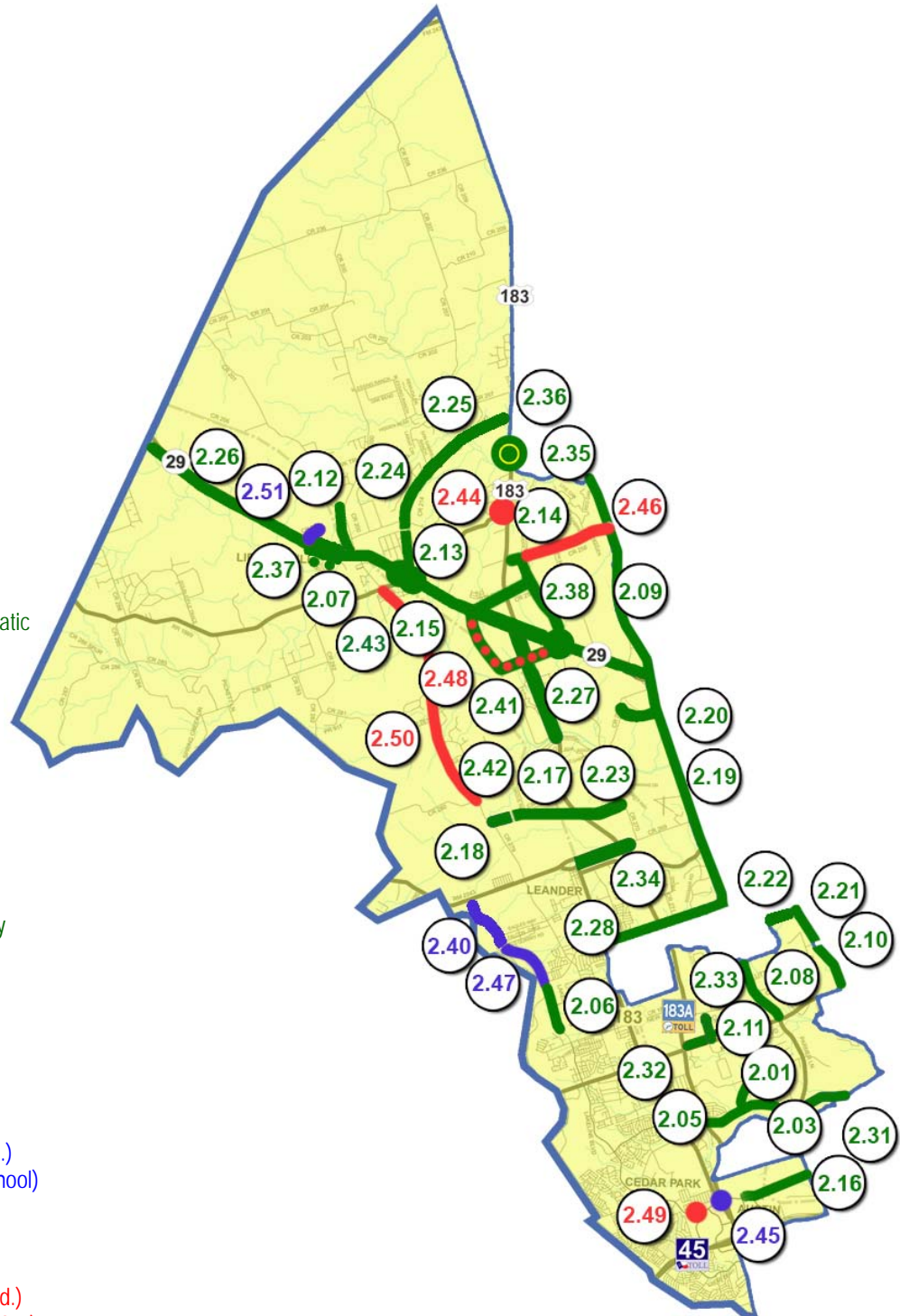
- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd.
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (FM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 SH 29 @ RM 1869 (Signal)
- 2.16 Lakeline Blvd.
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic
- 2.26 SH 29 Improvements Study & Schematic
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.33 Cottonwood Creek Trail (CR 185)
- 2.34 Hero Way
- 2.35 US 183 @ FM 3405 Traffic Signal
- 2.36 US 183 @ FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 @ SH 29
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West

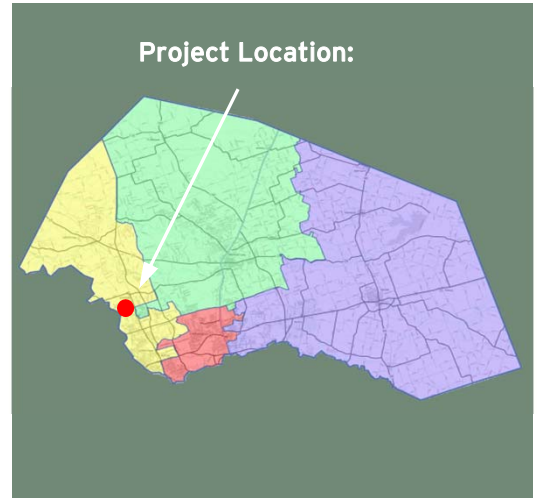
Under Construction / Bidding

- 2.40 Lakeline Blvd. Phase 2
(Old Quarry Rd. to Old 2243)
- 2.45 Lakeline Blvd. @ US 183
- 2.47 Lakeline Blvd. Phase 3
(Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.51 CR 277 (SH 29 to Liberty Hill High School)

In Design

- 2.44 US 183 @ RM 1869
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.49 Lakeline Blvd. Right Turn Lanes
- 2.50 Bagdad Rd. North Phase 2 Schematic
(CR 280 to SH 29)





LAKELINE BLVD. EXTENSION PHASE 2

(Old RM 2243 to Old Quarry Rd.)

Project Length: 1.304 Miles
 Roadway Classification: Urban Arterial
 Roadway Section: Four-Lane Divided

Project Schedule: March 2014 - December 2014
 Estimated Construction Cost: \$2.8 Million



APRIL 2014 IN REVIEW

04/04/2014: Subcontractor Austin Wood Recycling completed grinding trees that were removed in the ROW. Subcontractor Woolery Fence began installing the fence for the Hall property.

04/11/2014: Woolery completed fence installation on the Hall property and began installing Ty C fence on the Spring/Summerlin property.

04/18/2014: Woolery completed Ty C fence on the Spring/Summerlin property.

04/25/2014: DNT began clearing the ROW of organic material that was left from clearing brush and trees. The Contractor also began salvaging topsoil on the project.

05/02/2014: DNT began to rough cut subgrade and place embankment on the project from Sta 1+75 to 35+00. The Contractor continues to salvage topsoil on the project.



Design Engineer: Baker-Aicklen
 Contractor: DNT Construction
 Construction Observation:
 Ryan Rivera, HNTB

Williamson County
 Road Bond Program

Lakeline Blvd. Extension Phase 2 (Old RM 2243 to Old Quarry Rd.)**Project No. 14IFB00219**

Original Contract Price = \$2,768,985.10

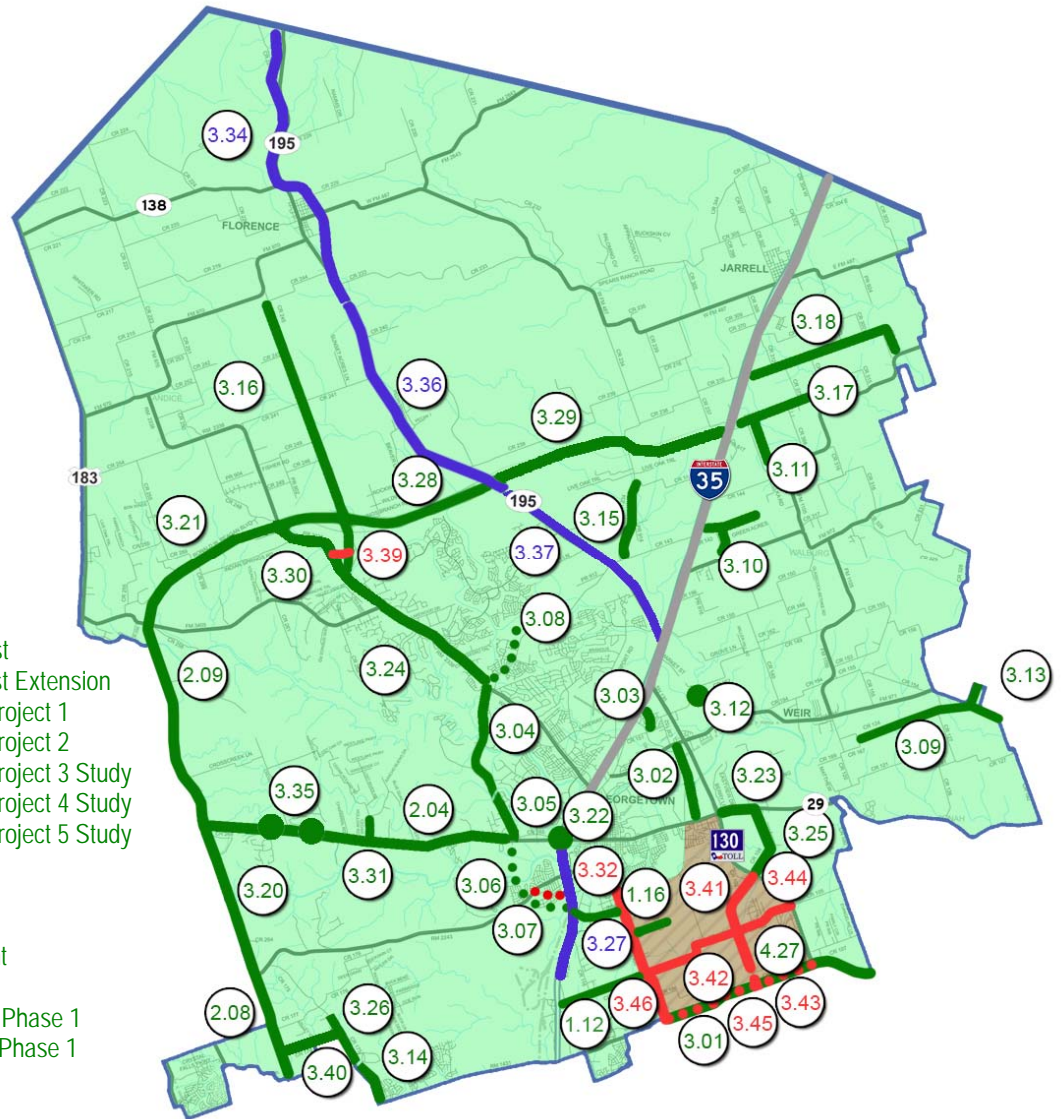
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/8/2014	2/11/2014	3/7/2014	3/17/2014	12/11/2014		270	0	270	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	3/17/2014	3/31/2014	15	\$136,125.90	\$136,125.90	\$15,125.10	\$15,125.10	5	6
2	4/1/2014	4/30/2014	30	\$91,162.13	\$227,288.03	\$10,129.13	\$25,254.23	9	17
Adjusted Price =								\$2,768,985.10	

PRECINCT 3

COMMISSIONER COVEY

Completed/Open to Traffic

- 2.04 Cedar Hollow @ SH 29
- 3.01 Chandler Rd. – Phase 1
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 4.27 Chandler Rd. – Phase 2
- 3.22 IH-35 @ SH 29 Turnarounds (PTF)
- 3.23 SH 29/CR 104 – Phase 1
- 1.12 CR 111 (Westinghouse Rd.)
- 1.16 SE Inner Loop at FM 1460
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic
- 3.35 SH 29 @ Park Place Dr. & Jack Nicklaus Blvd.
- 3.40 CR 179



Under Construction / Bidding

- 3.27 IH-35 Northbound Frontage Rd. and Ramps (PTF)
- 3.34 SH 195 Project 1
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3

In Design

- 3.32 SW Bypass Planning Study
- 3.39 CR 245 Realignment
- 3.41 CR 110 / Arterial A Study Area
- 3.42 CR 111 (FM 1460 to SH 130)
- 3.43 Chandler Road Expansion
- 3.44 CR 110 North Schematic (North of CR 107 to Inner Loop)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North

Ronald Reagan Blvd. North Phase 3 (RM 2338 to SH 195)
Project No. 11WC902

Original Contract Price = \$9,449,782.66

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/8/2010	2/16/2011	5/23/2011	3/31/2011	6/5/2013		630	0	630	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	0	\$210,016.80	\$210,016.80	\$23,335.20	\$23,335.20	2	0
2	5/1/2011	5/31/2011	0	\$718,268.12	\$928,284.92	\$79,807.57	\$103,142.77	11	0
3	6/1/2011	6/30/2011	28	\$848,230.38	\$1,776,515.30	\$94,247.82	\$197,390.59	20	4
4	7/1/2011	7/31/2011	31	\$418,465.80	\$2,194,981.10	\$46,496.20	\$243,886.79	25	9
5	8/1/2011	8/31/2011	31	\$356,504.40	\$2,551,485.50	\$39,611.60	\$283,498.39	29	14
6	9/1/2011	9/30/2011	30	\$560,341.80	\$3,111,827.30	\$62,260.20	\$345,758.59	36	19
7	10/1/2011	10/31/2011	31	\$527,944.35	\$3,639,771.65	\$58,660.48	\$404,419.07	42	24
8	11/1/2011	11/30/2011	30	\$405,323.99	\$4,045,095.64	\$45,036.00	\$449,455.07	47	29
9	12/1/2011	12/31/2011	31	\$35,120.41	\$4,080,216.05	\$3,902.27	\$453,357.34	47	34
10	1/1/2012	2/29/2012	60	\$1,237.50	\$4,081,453.55	\$137.50	\$453,494.84	47	43
11	3/1/2012	3/31/2012	31	\$493,983.51	\$4,575,437.06	\$54,887.06	\$508,381.90	53	48
12	4/1/2012	4/30/2012	30	\$768,931.31	\$5,344,368.37	\$85,436.81	\$593,818.71	62	53
13	5/1/2012	5/31/2012	31	\$364,456.51	\$5,708,824.88	\$19,181.92	\$613,000.63	66	58
14	6/1/2012	6/30/2012	30	\$175,130.56	\$5,883,955.44	\$9,217.40	\$622,218.03	68	63
15	7/1/2012	7/31/2012	31	\$585,821.65	\$6,469,777.09	-\$281,703.45	\$340,514.58	71	67
16	8/1/2012	8/31/2012	31	\$339,921.15	\$6,809,698.24	\$17,890.59	\$358,405.17	74	72
17	9/1/2012	9/30/2012	30	\$297,292.56	\$7,106,990.80	\$15,646.98	\$374,052.15	78	77
18	10/1/2012	10/31/2012	31	\$544,192.78	\$7,651,183.58	\$28,641.72	\$402,693.87	84	82
19	11/1/2012	11/30/2012	30	\$387,662.43	\$8,038,846.01	\$20,403.29	\$423,097.16	88	87
20	12/1/2012	12/31/2012	31	\$242,796.96	\$8,281,642.97	\$12,778.79	\$435,875.95	90	92
21	1/1/2013	1/31/2013	31	\$80,650.91	\$8,362,293.88	\$4,244.78	\$440,120.73	91	97
22	2/1/2013	2/28/2013	12	\$63,772.41	\$8,426,066.29	\$3,356.44	\$443,477.17	92	99
23	3/1/2013	3/31/2013	0	\$266,576.30	\$8,692,642.59	-\$266,076.30	\$177,400.87	92	99
24	4/1/2013	4/30/2013	0	\$32,752.68	\$8,725,395.27	\$668.42	\$178,069.29	92	99
25	5/1/2013	5/31/2013	0	\$258,557.93	\$8,983,953.20	\$5,276.69	\$183,345.98	95	99
26	6/1/2013	8/31/2013	0	\$38,297.53	\$9,022,250.73	\$781.59	\$184,127.57	96	99
27	9/1/2013	1/31/2014	0	\$58,445.02	\$9,080,695.75	\$1,192.75	\$185,320.32	96	99

5/2/2014 Comments - A Ribbon Cutting ceremony was held on 6/5/13. Substantial Completion was granted, effective June 5, 2013. Ranger has one remaining punchlist item at the Berry Creek Bridge. The GEC is preparing the remaining Change Orders for project closeout and continuing to close out the project files.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/12/2011	32,550.00	32,550.00

4B: Third Party Accommodation. Third Party requested work. This Change Order provides payment for additional work by the Contractor to relocate and encase a 6" waterline that crosses Ronald Reagan near CR 245, per the request of Chisholm Trail Special Utility District (CTSUD).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/20/2011	1,314.05	33,864.05

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the quantity for the length of the bridge beams at Berry Creek and adds a pay item for drill shaft cores.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/25/2011	75,804.00	109,668.05

3F: County Convenience. Additional work desired by the County. The Change Order compensates the Contractor for installing fencing along the ROW where property was donated for the project (Madison). This Change Order also adds quantities to the Prep ROW, Excavation, Embankment, and Curb & Gutter Items in the Contract for the portion of the roadway north of SH 195; which were inadvertently omitted by the Engineer during the bidding process.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	12/12/2011	41,952.68	151,620.73

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order provides payment to the Contractor for investigating and backfilling karst features discovered during construction. The features are to be backfilled according to a plan approved by the TCEQ. 3F: County Convenience. Additional work desired by the County. This Change Order also adds a drop inlet to the project at Sta. 1104+90 to improve drainage.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	12/20/2012	40,000.00	191,620.73

3F: County Convenience. Additional work desired by County. This Change Order adds locations of rock riprap and rock berms to the project, as recommended by the designer. 2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order also adds a Contract Item to compensate the Contractor by force account for maintenance of the rock berms where grass has not been established due to the drought conditions.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/18/2012	-220,543.62	-28,922.89

3M: County Convenience. Other. This Change Order removes the portion of the project north of Sta. 1144+00 (south of the original approach to the Yearwood Bridge) to north of SH 195 from the Contract. 3F: County Convenience. Additional Work Desired by the County. This Change Order also adds a Contract Item for the engineering design and materials delivery of the revised Yearwood Tunnel to Contech which has been included in the Reagan North Phase 4 Construction Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	4/23/2013	32,921.10	3,998.21

4B: Third Party Accommodations. Third party requested work. This Change Order adds a new Contract Item to install a driveway at Sta 1129+81 for Madison who donated ROW for the project. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order also adds new Contract items for the Contractor to install a 4" conduit & 2" waterline across the roadway to maintain an existing private waterline in conflict with the construction at Sommerset.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	4/23/2013	182,875.44	186,873.65

3F: County Convenience. Additional work desired by the County. This Change Order adds a 10 LF widening of the new pavement of Ronald Reagan Blvd at the intersections with RM 2338 and CR 245 (both north and south approaches) to provide a left turn lane while maintaining 7 LF wide shoulders. The addition of the left turn lane will increase the safety of the traveling public and the 7 LF wide shoulders will promote safety for the bicyclists using the shoulders at these intersections.

Adjusted Price = \$9,636,656.31

Ronald Reagan Blvd. North Phase 4 (South of SH 195 to CR 237)
Project No. 12IFB00010

Original Contract Price = \$14,032,624.33

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/31/2012	3/20/2012	5/11/2012	5/13/2012	3/5/2014		539	0	539	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/1/2012	5/31/2012	6	\$185,451.30	\$185,451.30	\$20,605.70	\$20,605.70	1	1
2	6/1/2012	6/30/2012	30	\$22,476.60	\$207,927.90	\$2,497.40	\$23,103.10	2	7
3	7/1/2012	7/31/2012	31	\$235,781.64	\$443,709.54	\$26,197.96	\$49,301.06	3	12
4	8/1/2012	8/31/2012	31	\$237,153.96	\$680,863.50	\$26,350.44	\$75,651.50	5	18
5	9/1/2012	9/30/2012	30	\$600,754.30	\$1,281,617.80	\$66,750.48	\$142,401.98	10	24
6	10/1/2012	10/31/2012	31	\$951,436.84	\$2,233,054.64	\$105,457.78	\$247,859.76	17	29
7	11/1/2012	11/30/2012	30	\$950,458.23	\$3,183,512.87	\$105,606.47	\$353,466.23	25	35
8	12/1/2012	12/31/2012	31	\$772,630.33	\$3,956,143.20	\$85,847.81	\$439,314.04	31	41
9	1/1/2013	1/31/2013	31	\$1,089,043.38	\$5,045,186.58	\$121,262.25	\$560,576.29	39	47
10	2/1/2013	2/28/2013	28	\$1,146,496.06	\$6,191,682.64	\$127,388.45	\$687,964.74	48	52
11	3/1/2013	3/31/2013	31	\$1,161,198.99	\$7,352,881.63	-\$300,970.97	\$386,993.77	54	58
12	4/1/2013	4/30/2013	30	\$692,536.29	\$8,045,417.92	\$36,449.28	\$423,443.05	59	63
13	5/1/2013	5/31/2013	31	\$860,329.21	\$8,905,747.13	\$45,280.48	\$468,723.53	66	69
14	6/1/2013	6/30/2013	30	\$889,659.34	\$9,795,406.47	\$46,824.18	\$515,547.71	72	74
15	7/1/2013	7/31/2013	31	\$372,534.16	\$10,167,940.63	\$19,607.06	\$535,154.77	75	80
16	8/1/2013	9/30/2013	61	\$294,826.61	\$10,462,767.24	\$15,517.19	\$550,671.96	77	91
17	10/1/2013	10/31/2013	31	\$151,546.33	\$10,614,313.57	\$7,976.12	\$558,648.08	78	97
18	11/1/2013	11/30/2013	30	\$360,539.19	\$10,974,852.76	\$18,975.75	\$577,623.83	81	103
19	12/1/2013	12/31/2013	31	\$623,192.74	\$11,598,045.50	\$32,799.62	\$610,423.45	86	109
20	1/1/2014	1/31/2014	31	\$625,463.05	\$12,223,508.55	\$32,919.11	\$643,342.56	90	114
21	2/1/2014	2/28/2014	28	\$960,624.74	\$13,184,133.29	-\$374,278.62	\$269,063.94	94	119

5/2/2014 Comments - The Ribbon Cutting Ceremony was held on 3/5/14 and the roadway was opened to traffic. Coordination with Ranger and fencing contractor is underway to install permanent fencing at the Sullivan property. The GEC is preparing the remaining change orders for project completion. Ranger and their subcontractors are working on various punchlist items and watering for vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/28/2012	40,000.00	40,000.00

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a force account to pay for additional work necessary to mitigate two (2) karst features discovered during excavation for the Yearwood Tunnel.

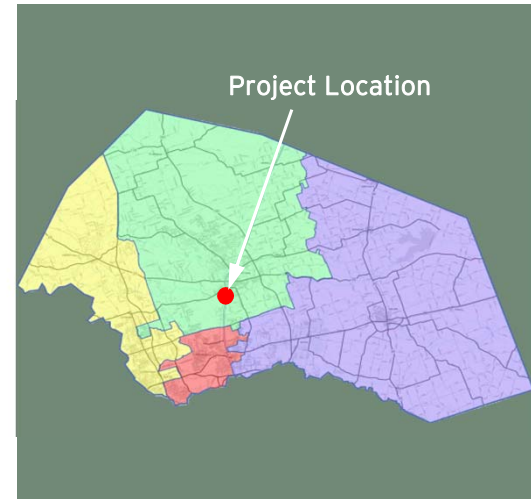
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/26/2013	80,283.40	120,283.40

1A: Design Error/Omission. Incorrect PS&E. This Change Order adds driveways for the Yearwood property that were not included in the PS&E to maintain access to the ranch road which was cut off with the acquisition of the Reagan ROW. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds new Contract items for encasement pipe with a thinner wall thickness. This change has been approved by CTSUD's design engineer. 6B. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This change order adds steel encasement sleeves for the Irvine and Austin White Lime properties per the ROW acquisition requirements.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/13/2013	100,020.20	220,303.60

3F: County Convenience. Additional work desired by County. This Change Order adds a hot mix asphalt overlay and striping on CR 237 from the end of the Ronald Reagan North Phase 4 project limits to the southbound IH 35 Frontage Road.

Adjusted Price = \$14,252,927.93



IH 35 NORTHBOUND FRONTAGE ROAD (Westinghouse Rd. to SH 29)

Project Length: 3.6 Miles
Roadway Classification: Interstate Frontage Road
Roadway Section: Two or Three Lanes with Auxiliary Lanes
Structures: Three Bridges

Project Schedule: February 2013 - Spring 2015
Estimated Construction Cost: \$19.1 Million



APRIL 2014 IN REVIEW

05/02/2014: On the South San Gabriel River Bridge, Hunter poured the concrete bridge deck for Spans 1 and 2 and completed installation of the overhang brackets and the edge of deck forms on Spans 3, 4, and 5. The Contractor also installed the armor joint at Bent 5 and graded overhang forms, graded the concrete screed, and poured the bridge deck on Spans 3 and 4 after. Subcontractor G&K completed setting and tying the reinforcing steel. On the West Fork Smith Branch Bridge, Hunter completed setting the wall panels, placing rock fill and installing tie-back straps on Walls 1, 2, and 3 and began embankment operations behind the walls. The Contractor completed grading, forming, and pouring for the leveling pads of Walls 4 and 5 south of the bridge and began setting panels. Hunter set the level up forms on Wall 2 north of the bridge and continues excavating for Wall 6 south of the bridge. The Contractor spread topsoil along the NBF from Driveway 7 to the north and from the South San Gabriel River to the north along the east side of the project. Hunter also poured sidewalk at the tie-in to Driveway 7 and a section near Blue Springs, as well as forming up for the curb and gutter tie-ins north of RM 2243. The Contractor continues hauling off the excess excavated material from the West Fork Smith Branch bridge area and graded embankment material to subgrade from north of the bridge to Wall 3.



Design Engineer: HNTB
Contractor: Hunter Industries
Construction Inspection: HDR

Williamson County
Pass Through Financing Program



PRIME
STRATEGIES,
INC.

IH 35 Northbound Frontage Road (Westinghouse Rd. to SH 29)**Project No. 13IFB00108**

Original Contract Price = \$18,690,161.52

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/28/2012	12/18/2012	2/11/2013	4/1/2013	Spring 2015		548	30	578
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	2/25/2013	3/31/2013	0	\$9,421.00	\$9,421.00	0	0
	2	4/1/2013	4/30/2013	30	\$1,464,965.65	\$1,474,386.65	8	5
	3	5/1/2013	5/31/2013	31	\$1,407,888.24	\$2,882,274.89	15	11
	4	6/1/2013	6/30/2013	30	\$1,225,475.85	\$4,107,750.74	21	16
	5	7/1/2013	7/31/2013	31	\$507,941.54	\$4,615,692.28	24	21
	6	8/1/2013	8/31/2013	31	\$744,657.31	\$5,360,349.59	28	26
	7	9/1/2013	9/30/2013	30	\$712,678.56	\$6,073,028.15	32	32
	8	10/1/2013	10/31/2013	31	\$507,619.54	\$6,580,647.69	34	37
	9	11/1/2013	11/30/2013	30	\$1,019,721.39	\$7,600,369.08	40	42
	10	12/1/2014	12/31/2014	31	\$151,211.90	\$7,751,580.98	41	48
	11	1/1/2014	1/31/2014	31	\$477,394.19	\$8,228,975.17	43	53
	12	2/1/2014	2/28/2014	28	\$190,142.05	\$8,419,117.22	44	58
	13	3/1/2014	3/31/2014	31	\$1,124,484.82	\$9,543,602.04	50	63
	14	4/1/2014	4/30/2014	30	\$545,702.51	\$10,089,304.55	53	68

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/4/2013	102,415.22	102,415.22

3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contract item for the permanent and a temporary crossing of the existing Georgetown Railroad by the northbound Frontage Road.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/18/2013	25,000.00	127,415.22

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract item force account to compensate the Contractor for extra work necessary for environmental and Karst Feature remediation and resolution, including material, manpower, and equipment associated with this work.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/18/2013	134,242.61	261,657.83

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of a 6" waterline for the City of Georgetown to replace the existing waterline that is in conflict with the south abutment of the new South San Gabriel River Bridge. Twenty-four (24) days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/10/2013	25,000.00	286,657.83

2I: Differing Site conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order adds a new force account item to the Contract for extra work necessary to repair or replace existing traffic safety items: metal beam guard fence, signs, devices, etc.; including material, manpower, and equipment associated with this work. 3M: County Convenience. Other. This Change Order also revises the item number of the first force account per TxDOT's direction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	11/12/2013	146,697.00	433,354.83

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of an 8" waterline for the City of Georgetown to replace the existing waterline in conflict with the construction of the south abutment of the new South San Gabriel River Bridge. Change Order No. 5 deletes most of the items added previously by Change Order No. 3, which was processed simultaneously with the TxDOT permit for the waterline. This Change Orders reflects the final approved revisions to the waterline plans and the specifications for the work are the same as was added previously. This Change Order is FHWA nonparticipating. Six (6) days were added to the contract schedule.

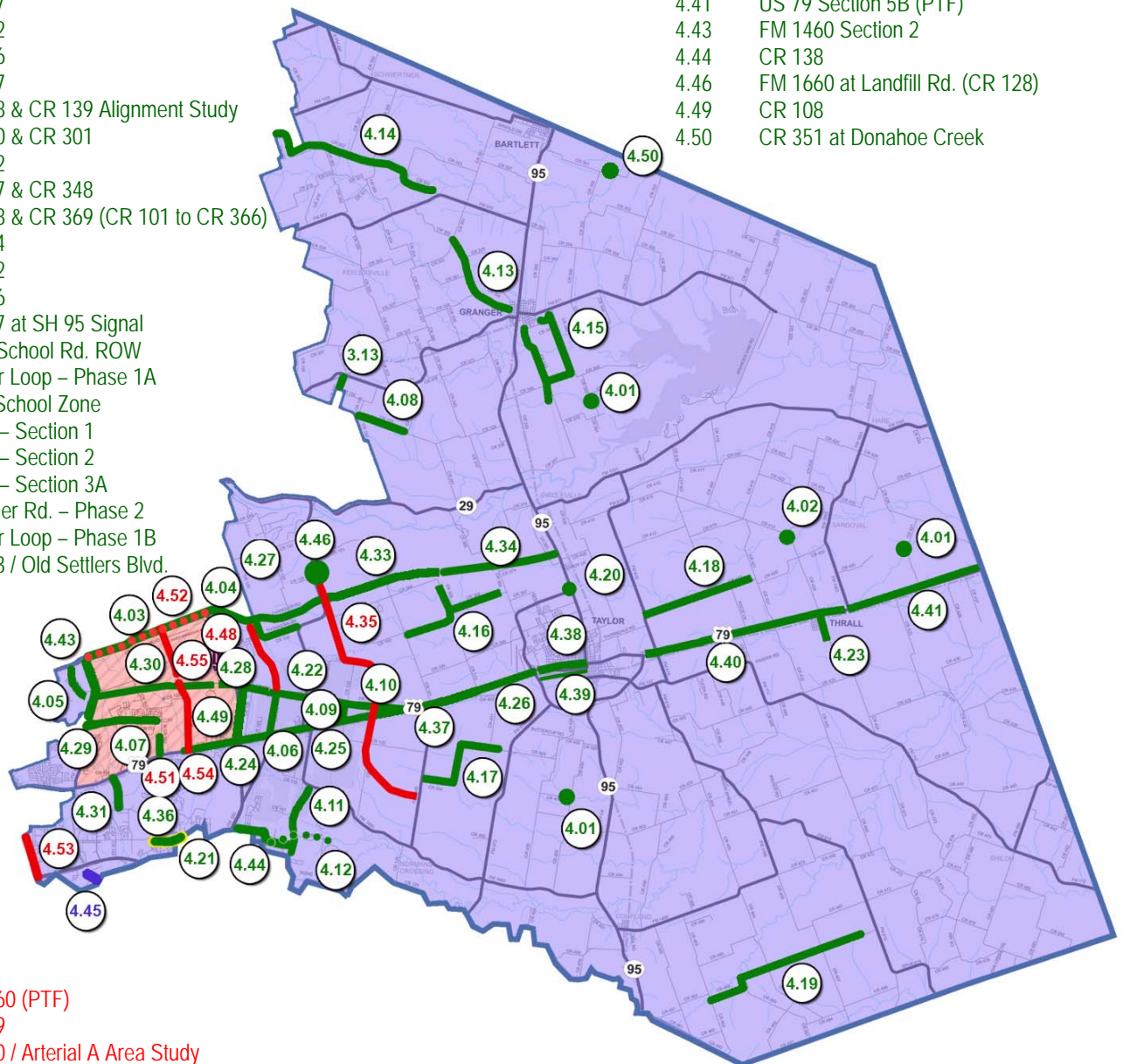
Adjusted Price = \$19,123,516.35

PRECINCT 4

COMMISSIONER MORRISON

Completed/Open to Traffic

- | | | | |
|------|---------------------------------------------------------|------|----------------------------------|
| 4.01 | Bridge Replacements Phase 1
(CR 406, CR 390, CR 427) | 4.30 | Limmer Loop – Phase 1C |
| 4.02 | Bridge Replacements Ph. 2A (CR 424) | 4.31 | Kenney Fort Boulevard – Phase 1 |
| 4.03 | Chandler Rd. – Phase 1 | 4.33 | Chandler Rd. – Phase 3A |
| 4.04 | CR 100 | 4.34 | Chandler Rd. – Phase 3B |
| 4.05 | CR 112 – Phase 1 | 4.36 | Gattis School Road |
| 4.06 | CR 119 | 4.37 | US 79 - Section 3 (PTF) |
| 4.07 | CR 122 at US 79 | 4.38 | 2nd Street Improvements |
| 4.08 | CR 124 | 4.39 | BUS 79 Drainage Improvements |
| 3.13 | CR 157 | 4.40 | US 79 Section 5A (PTF) |
| 4.09 | CR 132 | 4.41 | US 79 Section 5B (PTF) |
| 4.10 | CR 136 | 4.43 | FM 1460 Section 2 |
| 4.11 | CR 137 | 4.44 | CR 138 |
| 4.12 | CR 138 & CR 139 Alignment Study | 4.46 | FM 1660 at Landfill Rd. (CR 128) |
| 4.13 | CR 300 & CR 301 | 4.49 | CR 108 |
| 4.14 | CR 302 | 4.50 | CR 351 at Donahoe Creek |
| 4.15 | CR 347 & CR 348 | | |
| 4.16 | CR 368 & CR 369 (CR 101 to CR 366) | | |
| 4.17 | CR 404 | | |
| 4.18 | CR 412 | | |
| 4.19 | CR 466 | | |
| 4.20 | FM 397 at SH 95 Signal | | |
| 4.21 | Gattis School Rd. ROW | | |
| 4.22 | Limmer Loop – Phase 1A | | |
| 4.23 | Thrall School Zone | | |
| 4.24 | US 79 – Section 1 | | |
| 4.25 | US 79 – Section 2 | | |
| 4.26 | US 79 – Section 3A | | |
| 4.27 | Chandler Rd. – Phase 2 | | |
| 4.28 | Limmer Loop – Phase 1B | | |
| 4.29 | CR 113 / Old Settlers Blvd. | | |



In Design

- | | |
|------|------------------------------------------------|
| 4.35 | FM 1660 (PTF) |
| 4.48 | CR 119 |
| 4.51 | CR 110 / Arterial A Area Study |
| 4.52 | Chandler Road Expansion |
| 4.53 | IH 35 Operational Analysis |
| 4.54 | CR 110 South (US 79 to Limmer Loop) |
| 4.55 | CR 110 Middle (North of Limmer Loop to CR 107) |

Under Construction/Bidding

- | | |
|------|--------|
| 4.45 | CR 170 |
|------|--------|

Second Street Roadway Improvements (US 79 West of Taylor to SH 95 in the City of Taylor)

Project No. 10WC821

Original Contract Price = \$8,973,072.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/28/2010	12/15/2010	2/17/2011	2/19/2011	2/7/2013		530	177	707	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	2/1/2011	2/28/2011	0	\$61,343.32	\$61,343.32	\$6,815.92	\$6,815.92	1	0
2	3/1/2011	3/31/2011	27	\$651,589.55	\$712,932.87	\$72,398.84	\$79,214.76	8	4
3	4/1/2011	4/30/2011	30	\$378,020.47	\$1,090,953.34	\$42,002.28	\$121,217.04	12	8
4	5/1/2011	5/31/2011	31	\$262,721.42	\$1,353,674.76	\$29,191.27	\$150,408.31	15	12
5	6/1/2011	6/30/2011	30	\$348,273.39	\$1,701,948.15	\$38,697.04	\$189,105.35	19	17
6	7/1/2011	7/31/2011	31	\$243,961.94	\$1,945,910.09	\$27,106.88	\$216,212.23	22	21
7	8/1/2011	8/31/2011	31	\$250,164.25	\$2,196,074.34	\$27,796.03	\$244,008.26	25	25
8	9/1/2011	9/30/2011	30	\$280,868.21	\$2,476,942.55	\$31,207.58	\$275,215.84	28	30
9	10/1/2011	10/31/2011	31	\$437,074.04	\$2,914,016.59	\$48,563.78	\$323,779.62	33	34
10	11/1/2011	11/30/2011	30	\$413,934.17	\$3,327,950.76	\$45,992.69	\$369,772.31	38	38
11	12/1/2011	12/31/2011	31	\$311,627.83	\$3,639,578.59	\$34,625.31	\$404,397.62	41	43
12	1/1/2012	1/31/2012	31	\$287,888.06	\$3,927,466.65	\$31,987.56	\$436,385.18	45	47
13	2/1/2012	2/29/2012	29	\$408,497.72	\$4,335,964.37	-\$208,176.53	\$228,208.65	47	51
14	3/1/2012	3/31/2012	31	\$414,584.16	\$4,750,548.53	\$21,820.22	\$250,028.87	51	56
15	4/1/2012	4/30/2012	30	\$306,823.02	\$5,057,371.55	\$16,148.58	\$266,177.45	54	60
16	5/1/2012	5/31/2012	31	\$330,501.27	\$5,387,872.82	\$17,394.80	\$283,572.25	58	64
17	6/1/2012	6/30/2012	30	\$452,399.63	\$5,840,272.45	\$23,810.51	\$307,382.76	63	68
18	7/1/2012	7/31/2012	31	\$249,183.80	\$6,089,456.25	\$13,114.94	\$320,497.70	65	73
19	8/1/2012	8/31/2012	31	\$440,577.54	\$6,530,033.79	\$23,188.29	\$343,685.99	70	77
20	9/1/2012	9/30/2012	30	\$403,202.52	\$6,933,236.31	\$21,221.18	\$364,907.17	75	81
21	10/1/2012	10/31/2012	31	\$304,120.24	\$7,237,356.55	\$16,006.33	\$380,913.50	78	86
21A	11/1/2012	11/30/2012	0	\$213,699.55	\$7,451,056.10	\$11,247.35	\$392,160.85	80	86
22	11/1/2012	11/30/2012	30	\$497,575.21	\$7,948,631.31	\$26,188.17	\$407,101.67	85	90
23	12/1/2012	12/31/2012	31	\$331,951.51	\$8,280,582.82	\$17,471.13	\$424,572.80	89	94
24	1/1/2013	2/7/2013	38	\$773,271.07	\$9,053,853.89	-\$251,047.62	\$173,525.18	94	100
25	2/8/2013	4/16/2013	0	\$85,991.85	\$9,139,845.74	\$1,754.93	\$175,280.11	95	100
26	5/1/2013	5/31/2013	0	\$248,999.67	\$9,388,845.41	\$5,081.63	\$180,361.74	98	100
27	6/1/2013	10/23/2013	0	\$89,566.95	\$9,478,412.36	\$1,827.90	\$182,189.64	99	100
28	10/24/2013	10/31/2013	0	\$39,119.18	\$9,517,531.54	\$798.35	\$182,987.99	99	100
29	11/1/2013	3/24/2014	0	\$61,393.63	\$9,578,925.17	\$1,252.93	\$184,240.92	100	100

5/2/2014 Comments - Final Completion was issued effective 10/29/13. FTWoods submitted revised as-builts to the City of Taylor for final review. The Balancing Change order is being finalized. The GEC is coordinating with FTWoods regarding the final contract submittals and affidavit of all bills paid.

Change Order Number	Approved	Cost This CO	Total COs
01	7/26/2011	100,915.00	100,915.00

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional work (see attached) be added to the contract. This additional work will be paid for by the City of Taylor as part of the ILA with Williamson County. Twelve (12) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
02	7/26/2011	(\$26,176.60)	74,738.40

2C: Differing Site Conditions. New development (conditions changing after PS&E completed). This change order adjusts the contract quantities to accommodate an adjacent City of Taylor project on Sloan Street. Improvements at Sloan Street will be included in the City's project.

Change Order Number	Approved	Cost This CO	Total COs
03	10/27/2011	-89,324.55	-14,586.15

3M: County Convenience. Other. After discussions between Williamson County and the City of Taylor regarding illumination for the proposed roadway, it was determined that the number of illumination poles will be reduced from eighty-four (84) to fifty-eight (58).

Change Order Number	Approved	Cost This CO	Total COs
04	10/27/2011	99,145.75	84,559.60

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional utility work under existing contract items be added to the portion of the contract reimbursed by the City. The additions to contract quantities include: additional 8" waterline on Talbot Street and Vance Street, additional 12" waterline on Fowzer Street, additional 8" wastewater line south of Annie Street, additional 16" steel encasement on Vance Street, an additional water service for the Custom Trucks property, and additional fire hydrants throughout the project. The Contractor will provide as-built markups of the additional utility line and appurtenances installed per the City of Taylor's direction in the field. Thirty-five (35) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
05	2/14/2012	44,204.92	128,764.52

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested the Contractor to install a fireline connection consisting of three water vaults for the Taylor ISD building at the 2nd Street/Park Street intersection that was not identified during the development of the project. This additional utility work will be added to the portion of the Contract reimbursed by the City. Seven (7) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/11/2012	99,966.85	228,731.37
4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional quantities of existing utility items and new items be added to the contract. Items include: waterlines and fittings, wastewater lines and materials, and coring manholes for additional wastewater services not included in the plans. Sixty-nine (69) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	9/20/2012	-16,558.50	212,172.87
5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds a new Contract Item to allow the Contractor to place one 4" lift of Ty B HMA in lieu of two 2" lifts of Ty C HMA, as requested by the Contractor. This change will shorten the impact and inconvenience of paving operations to adjacent property owners by speeding up the placement of these four inches of HMA and will save the County \$1.50/ton.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/18/2012	16,138.00	228,310.87
4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested the Contractor install additional drainage items and upsize existing items to eliminate flooding concerns for the Reese property located between Victoria Street and Howard Street on the north side of 2nd Street. The additional drainage facility up to the alley behind the Reese property and the cost of upsizing the drainage facilities will be reimbursed by the City of Taylor. Ten (10) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	12/18/2012	9,414.85	237,725.72
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds new Contract Items for five (5) 18"x18" area inlets in various locations, one (1) Ty C 10' curb inlet, and one (1) Ty AD inlet in order to eliminate ponding that would occur between the sidewalk and the ROW limit on the north side of 2nd Street due runoff from adjacent properties into the ROW not accounted for in the original design. Small amounts of 18" RCP and PVC pipe will also be added in order to connect these new inlets to the proposed 2nd Street drainage system. Six (6) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	12/18/2012	82,445.37	320,171.09
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adjusts the Contract quantities to account for a plan revision to reroute Wastewater Line D down Talbot and 1st Street to tie into the original location, bypassing three existing AT&T duct banks. The plans for Wastewater Line D showed an existing AT&T duct bank with a given elevation that allowed the proposed wastewater line to be installed underneath. However, there were another two duct banks beneath the one identified on the plans. These additional duct bank will not allow the Contractor to install Wastewater Line D per the original plans. 4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested the installation of an 8"x8" tapping sleeve and valve to tie the Taylor Bedding building fire line into the recently installed waterline. Twenty-six (26) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	12/18/2012	6,616.00	326,787.09
4B: Third Party Accommodation. Third party requested work: This Change Order adds a new Contract Item to install a fire line connection and lead off of the new water main for the Taylor Volunteer Fire Department building at the City of Taylor's request. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	12/18/2012	104,108.25	430,895.34
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9): This Change Order adjusts the quantity of concrete pavement removal in the Contract due to encountering a subsurface section of 6" unreinforced concrete pavement 68' wide by 1365' long inside the limits of the roadway excavation. The quantity added for concrete pavement removal will be deducted from the Contract excavation quantity. 1A: Design Error or Omission. Incorrect PS&E. The Change Order also adjusts the Contract quantities to account for an area shown on the plans as existing asphalt paving to be removed when in fact it was concrete paving. The quantity added for concrete pavement removal will be deducted from the Contract asphalt pavement removal quantity.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	2/19/2013	17,408.50	448,303.84
4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional driveways be constructed for various properties throughout the project and for various proposed driveways to be widened to more closely match existing conditions. As driveways are added or widened, the sidewalk quantity will be reduced.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	2/19/2013	48,644.40	496,948.24
4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional wastewater work (installation of: manhole, clean out, drop connection, & pipe) on Sloan Street be installed by the Contractor along with the installation of additional water and wastewater services throughout 2nd Street. This additional work will be reimbursed by the City of Taylor per the ILA with Williamson County. Ten (10) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	2/19/2013	-1,925.75	495,022.49
3H: County Convenience. Cost savings opportunity discovered during construction. The proposed street sign post/assemblies are designed for highway use and do not match existing posts/assemblies in Taylor. New Contract Items will be added to match the existing posts/assemblies and the original proposed quantities will be deleted from the Contract. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). New Contract Items will also be added to address miscellaneous differences in the field conditions including the addition of concrete aprons around some of the yard drains, adjusting & lowering one yard drain to improve drainage flow, and creating saw tooth curb for pedestrian and vehicular safety.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	4/2/2013	254,081.30	749,103.79

4B: Third Party Accommodation. Third party requested work: The City of Taylor has requested full width reconstruction of the pavement on S. Talbot Street, S. Vance Street, S. Victoria Street, and S. Sloan Street, including 10 inches of Grade 4 flex base and 2" of Type C hot mix asphalt, in lieu of only repairing the utility trench crossing. Attached is a sketch of the side streets to be reconstructed and the parameters. This work will be reimbursed in full by the City of

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	7/30/2013	9,409.02	758,512.81

4B: Third Party Accommodation. Third party requested work. Oncor Electric provided additional specifications that were not included in the original design for the installation of illumination poles. This Change Order adds a Contract item for the additional effort associated with meeting Oncor's specifications.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	3/19/2014	31,071.06	789,583.87

3M: County Convenience. Other. As required by Item 341, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project. Specific job control tests were run on the asphalt to monitor the quality of the mix. Using the results of these tests in conjunction with TxDOT formulas as outlined in the specifications, the Contractor was either awarded a bonus or assessed a penalty.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	3/19/2014	31,575.50	821,159.37

4D: Third Part Accommodation. Other. As a result of the 177 day extension of Contract time, of which 171 days were due to additional scope requested by the City of Taylor, the Contractor incurred an escalation in concrete costs from the material supplier. This Change Order adds new Contract Items for the cost difference between the original concrete material bid price and the escalated price for concrete placed on the project after the original Substantial Completion due date.

Adjusted Price = \$9,794,232.17

Chandler Road Phase 3A (FM 1660 to Chandler Road Ph. 3B)
Project No. 10WC822

Original Contract Price = \$6,654,874.15

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/20/2012	10/20/2010	11/7/2011	11/17/2011	12/14/2012		365	30	395	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/1/2011	8/31/2011	0	\$52,950.60	\$52,950.60	\$5,883.40	\$5,883.40	1	0
2	9/1/2011	11/30/2011	14	\$273,459.65	\$326,410.25	\$30,384.40	\$36,267.80	5	4
3	12/1/2011	12/31/2011	31	\$129,632.18	\$456,042.43	\$14,403.58	\$50,671.38	7	11
4	1/1/2012	1/31/2012	31	\$143,910.00	\$599,952.43	\$15,990.00	\$66,661.38	9	19
5	2/1/2012	2/29/2012	29	\$324,902.41	\$924,854.84	\$36,100.27	\$102,761.65	14	27
6	3/1/2012	3/31/2012	31	\$559,702.13	\$1,484,556.97	\$62,189.12	\$164,950.77	22	34
7	4/1/2012	4/30/2012	30	\$597,470.22	\$2,082,027.19	\$66,385.58	\$231,336.35	31	42
8	5/1/2012	5/31/2012	31	\$515,519.87	\$2,597,547.06	\$57,279.99	\$288,616.34	39	50
9	6/1/2012	6/30/2012	30	\$679,972.59	\$3,277,519.65	\$75,552.51	\$364,168.85	49	57
10	7/1/2012	7/31/2012	31	\$324,540.27	\$3,602,059.92	\$36,060.03	\$400,228.88	54	65
11	8/1/2012	8/31/2012	31	\$424,546.07	\$4,026,605.99	\$47,171.78	\$447,400.66	61	73
12	9/1/2012	9/30/2012	30	\$321,635.66	\$4,348,241.65	\$35,737.30	\$483,137.96	65	81
13	10/1/2012	10/31/2012	31	\$1,141,558.05	\$5,489,799.70	-\$194,201.13	\$288,936.83	78	89
14	11/1/2012	11/30/2012	30	\$74,430.94	\$5,564,230.64	\$3,917.41	\$292,854.24	79	96
15	12/1/2012	12/31/2012	14	\$1,132,606.36	\$6,696,837.00	\$59,610.86	\$352,465.10	95	100
16	1/1/2013	1/31/2013	0	\$243,864.42	\$6,940,701.42	-\$210,818.13	\$141,646.97	96	100
17	2/1/2013	2/28/2013	0	\$41,762.54	\$6,982,463.96	\$852.29	\$142,499.26	96	100
18	3/1/2013	3/31/2013	0	\$63,892.54	\$7,046,356.50	\$1,303.93	\$143,803.19	97	100
19	4/1/2013	10/1/2014	0	\$170,745.96	\$7,217,102.46	\$3,484.62	\$147,287.81	100	100
20	10/2/2014	2/28/2014	0	\$29,022.42	\$7,246,124.88	\$592.29	\$147,880.10	100	100
21	2/1/2014	2/28/2014	0	\$147,880.10	\$7,394,004.98	-\$147,880.10	\$0.00	100	100

5/2/2014 Comments - Final Completion was granted effective 4/30/13. The final Project Close-out package is being prepared and the GEC is preparing to issue Final Acceptance.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/29/2012	210,914.46	210,914.46

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order adds driveways, culverts, and utility sleeves at various locations along the project as a requirement of the right of way acquisition agreements between the County and the adjacent land owners. In addition, the 200 LF of roadway not constructed in the previous Chandler Road Ph 3B Project due to the delay in ROW acquisition has been added to this project and the quantities included in this Change Order. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adjusts the vertical profile of the roadway in response to Atmos requirements for clearance over a pair of high pressure gas lines, quantified with existing Contract items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/29/2012	77,374.50	288,288.96

3F: County Convenience. Additional work desired by the County. This Change Order adds the relocation and encasement of the Jonah waterlines at two locations on the project, plans for which were not available at the time the construction contract was bidding. The Jonah waterlines will be encased where they cross the new roadway both near the intersection of FM 1660 and near the intersection of CR 101 to meet the requirements of the utility accommodation policy.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/30/2012	111,703.50	399,992.46

4B: Third Party Accommodation. Third party requested work. This Change Order adjusts quantities and adds new Contract items to revise the drainage and the profile grade of Chandler Road in the vicinity of CR 101 at the request of adjacent property owners. 4C: Third Party Accommodation. Compliance requirements of new laws and/or policies. This Change Order changes four (4) driveways on the project that are now in the Taylor City Limits from asphalt to concrete due to City requirements. Thirty (30) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	12/18/2012	52,634.44	452,626.90

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds erosion control measures to the project to address locations where runoff from the adjacent fields drains into the ROW, adds guardrail from Sta. 63+50 to 68+20 along the north side of the roadway due to slopes steeper than 3:1, and adds a driveway culvert pipe at Driveway O to minimize ponding water. 3F: County Convenience. Additional work desired by the County. This Change Order also changes the seed mix to a custom County standard as directed by the County Engineer and changes the application method to drill seeding, which generates a cost savings to the County. The new seed mix contains a higher concentration of Bermuda grass seed and is much more resistant to the herbicides utilized by the adjacent farmers.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/30/2013	43,850.00	496,476.90

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds additional quantities of various erosion control measures to the project to address locations where runoff from the adjacent fields drains onto the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/17/2013	65,196.47	561,673.37

3M: County Convenience. Other. As required by Item 341, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	9/24/2013	154,716.20	716,389.57

2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order adds new Contract items necessary for the modification of the profile grade on Chandler Road on both sides of the intersection with FM 1660. The modification is necessary so that traffic on Chandler Rd can proceed through the intersection at the posted speed limit of 55 MPH when the stop condition changes from Chandler to FM 1660.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	3/4/2014	22,741.26	739,130.83

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Adjustment of quantities to meet final field conditions. 3M: County Convenience. Other. As required by Item 585, this Change Order also adds a Contract item to adjust the amount of compensation to be paid to the Contractor in proportion to the ride quality of the final asphalt surface on the project as measured by an inertial profiler.

Adjusted Price = \$7,394,004.98

CR 138 (SH 130 to CR 137)**Project No. 12IFB00004**

Original Contract Price = \$2,470,871.13

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/29/2012	7/24/2012	9/21/2012	10/1/2012	6/17/2013		270	6	276

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	10/1/2012	11/30/2012	61	\$476,026.56	\$476,026.56	\$52,891.84	\$52,891.84	20	22
2	12/1/2012	12/31/2012	31	\$361,797.83	\$837,824.39	\$40,199.76	\$93,091.60	36	33
3	1/1/2013	1/31/2013	31	\$315,132.30	\$1,152,956.69	\$35,014.70	\$128,106.30	49	45
4	2/1/2013	2/28/2013	28	\$295,520.82	\$1,448,477.51	\$32,835.65	\$160,941.95	62	55
5	3/1/2013	3/31/2013	31	\$313,929.48	\$1,762,406.99	-\$68,183.69	\$92,758.26	72	66
6	4/1/2013	4/30/2013	30	\$138,352.25	\$1,900,759.24	\$7,281.70	\$100,039.96	77	77
7	5/1/2013	6/27/2013	48	\$515,506.12	\$2,416,265.36	-\$50,728.42	\$49,311.54	95	94
8	6/28/2013	10/25/2013	0	\$34,293.95	\$2,450,559.31	\$699.87	\$50,011.41	96	94

5/2/2014 Comments - Substantial Completion was granted effective 6/17/2013. Aaron Concrete and GEC are reviewing final quantities on project for the balancing change order and reviewing pricing for additional signs.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/26/2013	13,145.00	13,145.00

3F: County Convenience. Additional work desired by the County. This Change Orders adds a new Contract item to remove two property fences that encroach into the CR 138 ROW on both sides of Greenridge Drive and install new fences along the ROW. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a new Contract item for the installation of two new water services on the reimbursable Manville WSC waterline relocations which were not included in the original design plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/25/2013	20,408.62	33,553.62

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds eight (8) driveway culverts with SETs at driveway locations that had existing culverts under the driveways but were not specified to be replaced in the original plans. Additional new mailbox stands will be installed at the existing locations since the conditions of the existing mailbox stands will not allow them to be relocated. This Change Order also adds a new Contract item to lower a 4" waterline under a driveway in order to reduce the driveway grade, which exceeded County criteria. 3E: County Convenience. Reduction of future maintenance. This Change Order adds a new Contract item for soil retention blankets along the edges of the roadway, in ditches, & on steep backslopes and additional quantity of concrete rip rap to minimize erosion. 2E: Differing Site Conditions (unforeseeable). Miscellaneous differences in site conditions (unforeseeable)

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/30/2013	-3,852.00	29,701.62

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. This Change Order adds a new Contract item to replace the specified final course asphalt D-GR HMA (QCQA) TY-C SAC-B PG70-22) with D-GR HMA (QCQA) TY-C SAC-B PG64-22. There will be a \$1.00/ton credit back to the County associated with the substitution of the asphalt surface course.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	4/1/2014	25,207.80	54,909.42

3F: County Convenience. Additional work desired by the County. This Change Order covers the additional cost of the new fence installation from Change Order #1 due to PVC material cost increase, reimbursement to the contractor for electrical work to a private driveway (Wortham property), and additional drainage work at Dana Drive. 3M: Other. As required by Item 341, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/1/2014	67,490.46	122,399.88

3E: County Convenience. Reduction of future maintenance. In order to reduce future maintenance for Williamson County throughout the project, concrete rip rap, dry rock rip rap, and additional shoulder up material will be placed in roadside ditches to improve slope stabilization.

Adjusted Price = \$2,593,271.01

CR 108 (US 79 to Limmer Loop)
Project No. 13IFB00118

Original Contract Price = \$3,187,303.97

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/31/2012	2/5/2013	2/7/2013	2/22/2013	11/20/2013		270	0	270	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	3/1/2013	3/31/2013	27	\$44,458.91	\$44,458.91	\$4,939.88	\$4,939.88	2	10
2	4/1/2013	4/30/2013	30	\$320,056.05	\$364,514.96	\$35,561.78	\$40,501.66	12	21
3	5/1/2013	5/31/2013	31	\$432,660.07	\$797,175.03	\$48,073.34	\$88,575.00	27	33
4	6/1/2013	6/30/2013	30	\$488,513.65	\$1,285,688.68	\$54,279.30	\$142,854.30	44	44
5	7/1/2013	7/31/2013	31	\$242,874.06	\$1,528,562.74	\$26,986.00	\$169,840.30	52	55
6	8/1/2013	8/31/2013	31	\$287,485.39	\$1,816,048.13	\$31,942.83	\$201,783.13	62	67
7	9/1/2013	9/30/2013	30	\$169,149.38	\$1,985,197.51	\$18,794.37	\$220,577.50	68	78
8	10/1/2013	10/31/2013	31	\$372,736.83	\$2,357,934.34	-\$96,475.69	\$124,101.81	76	89
9	11/1/2013	11/30/2013	20	\$576,383.77	\$2,934,318.11	\$30,335.99	\$154,437.80	95	97
10	12/1/2013	12/31/2013	0	\$20,713.79	\$2,955,031.90	\$1,090.19	\$155,527.99	95	97
11	1/1/2014	1/31/2014	0	\$116,357.08	\$3,071,388.98	-\$92,846.58	\$62,681.41	96	97
12	2/1/2014	2/28/2014	0	\$1,455.13	\$3,072,844.11	\$29.69	\$62,711.10	96	97
13	3/1/2014	3/31/2014	0	\$62,054.61	\$3,134,898.72	\$1,266.42	\$63,977.52	98	97

5/2/2014 Comments - Substantial Completion was issued as of 11/20/13 and the Ribbon Cutting Ceremony was held on 12/23/13. DNT continues to water for vegetation. Subcontractor BMP began re-discing and reseeding the whole project starting on 4/25/14. The GEC is developing the balancing change order.

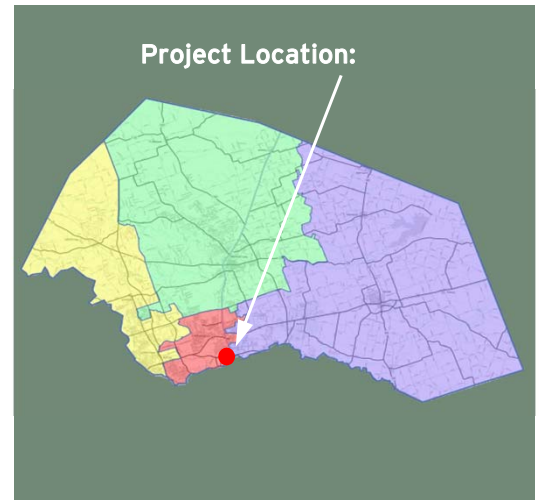
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/30/2013	8,825.50	8,825.50

1A: Design Error or Omission. Incorrect PS&E. The Change Order adds new Contract items to reflect increased costs for wingwalls where the design engineer recalculated wingwall lengths, which are now longer at Culverts B, E, and H. Also added is a new Contract item for removal of a waterwell discovered in conflict with the roadway improvements. 4B: Third Party Accommodation. Third party requested work. The Change Order adds new Contract items to accommodate the City of Hutto request of different sized casing pipe to be installed rather than what was originally designed and bid. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). The Change Order adds a new Contract item to reflect a renegotiated price for the remaining two 6' wingwalls since the eliminated wingwall was 5.8' high and the remaining two wingwalls to be installed are 6.3' high.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/18/2014	62,127.12	70,952.62

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). Cost sharing with City of Hutto to pay for half of the cost to adjust an existing City of Hutto waterline located directly underneath Culvert E. This Change Order also adds the adjustment of five fire hydrants and one wastewater manhole due to elevation changes around the existing facilities that occurred with the construction of the CR 108 improvements. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). The Change Order adds new Contract Items to provide for a driveway where the property owner previously accessed the property through the ditch. Also added are new Contract Items for a winter seed mix for vegetation establishment, an additional mobilization for the striping subcontractor to install additional raised pavement markers, and various items for cleanup of silt in the ditches due to storm event. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a new Contract Item for the cost for rehabilitation of 120 LF of the pavement section on Fowzer Street, which will be 50% reimbursed by the City of Taylor.

Adjusted Price = \$3,258,256.59



CR 170

(South of SH 45 to North of Pflugerville Parkway)

Project Length: 0.664 Miles

Roadway Classification: Urban Arterial

Roadway Section: Four-Lane Divided w/Median

Project Schedule: September 2013 - June 2014

Estimated Construction Cost: \$2.1 Million



APRIL 2014 IN REVIEW

04/04/2014: BPI continues forming and pouring sidewalk and ramps between Sta 16+00 and 36+00 along southbound lanes and began placing topsoil behind curb and gutter. Subcontractor N-Line striped the double yellow for the upcoming phase 3 traffic switch.

04/18/2014: N-Line and Subcontractor Flasher switched traffic to Phase 2A so BPI can construct the transitions needed for shifting traffic to the new pavement. BPI installed the Southwest Water overflow pipe and performed general cleanup. Subcontractor Rubio began installing 18" RCP for Storm Line B at the south end of the project.

04/25/2014: BPI placed Ty B asphalt for traffic transitions at both ends of the project. N-Line and Flasher switched traffic to Phase 3 with traffic flowing on the future southbound lanes. Subcontractor Pentex began milling the old roadway and Rubio began excavating the proposed northbound lanes.

05/02/2014: BPI poured the remaining section of sidewalk on the west side of the project. Rubio installed the remaining 18" RCP for Storm Line B and continued roadway excavation from Sta 25+00 to 17+00 in the proposed northbound lanes.



Design Engineer: Baker-Aicklen
Contractor: BPI Environmental Services
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

CR 170 (South of SH 45 to North of Pflugerville Parkway)
Project No. 13IFB00119

Original Contract Price = \$2,141,898.78

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/26/2012	1/23/2013	9/13/2013	9/23/2013	6/29/2014			280	0	280
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/23/2013	9/30/2013	8	\$23,259.57	\$23,259.57	\$2,584.40	\$2,584.40	1	3
2	10/1/2013	11/4/2013	35	\$482,637.23	\$505,896.80	\$53,626.36	\$56,210.76	26	15
3	11/5/2013	12/4/2013	30	\$129,220.17	\$635,116.97	\$14,357.80	\$70,568.56	33	26
4	12/5/2014	12/19/2014	15	\$86,542.38	\$721,659.35	\$9,615.81	\$80,184.37	37	31
5	12/20/2013	1/14/2014	26	\$163,662.08	\$885,321.43	\$18,184.68	\$98,369.05	46	41
6	1/15/2014	2/26/2014	43	\$157,156.21	\$1,042,477.64	-\$43,501.81	\$54,867.24	51	56
7	2/27/2014	3/28/2014	30	\$132,032.08	\$1,174,509.72	\$6,949.06	\$61,816.30	58	67
Adjusted Price =									\$2,141,898.78

Commissioners Court - Regular Session**22.****Meeting Date:** 05/20/2014

To discuss and take appropriate action on the Department of Infrastructure projects and issues update

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

To discuss and take appropriate action on the Department of Infrastructure projects and issues update

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 04/23/2014

Reviewed By

Wendy Coco

Date

04/23/2014 02:25 PM

Started On: 04/21/2014 09:48 AM

Commissioners Court - Regular Session**23.****Meeting Date:** 05/20/2014

CR 277 Utility Joint Use Agreement with Time Warner Cable

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding a Utility Joint Use Agreement with Time Warner Cable for utility relocation on CR 277.

Background

Time Warner Cable has existing facilities inside the CR 277 right of way, which are in conflict with the proposed construction. The joint use agreement allows them to relocate their facilities in the proposed right of way. This relocation is not reimbursable.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsCR 277 TWC Wilco U-80A UJUA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/15/2014 09:00 AM

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 277- Time Warner Cable

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 277:
Liberty Hill

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Time Warner Cable, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the May day of 1, 2014, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner Time Warner Cable
Utility Name

By Pete NAVOSTIS
Authorized Signature

Title: CONSTRUCTION LEAD TECH

Date: 5/2/2014

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____



Pedernales Electric Cooperative

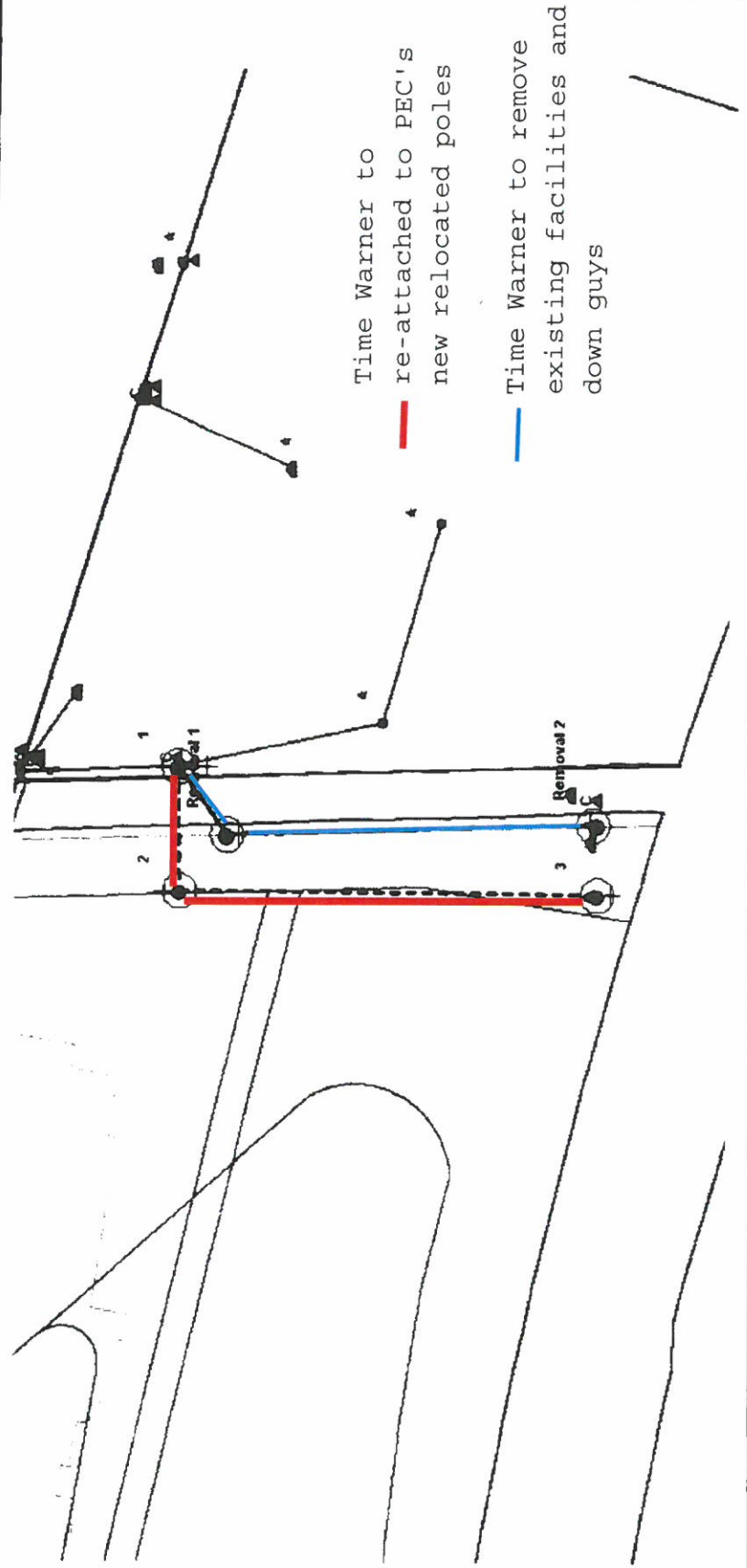
CONSTRUCTION PACKET - MAP SKETCH

SAP Construction Measure Number:

10013419

Printed:

4/24/2014



Commissioners Court - Regular Session**24.****Meeting Date:** 05/20/2014

CR 277 Utility Joint Use Agreement with Pedernales Electric Cooperative

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding a Utility Joint Use Agreement with Pedernales Electric Cooperative for utility relocation on CR 277.

Background

Pedernales Electric Cooperative has existing facilities inside the CR 277 right of way, which are in conflict with the proposed construction. The joint use agreement allows them to relocate their facilities in the proposed right of way. This relocation is not reimbursable.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsCR 277 PEC Wilco U-80A UJUA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/15/2014 09:06 AM

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 277- PEC

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

County: Williamson
Road Location: CR 277:
Liberty Hill

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Pedernales Electric Cooperative, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 28th day of April, 2014, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

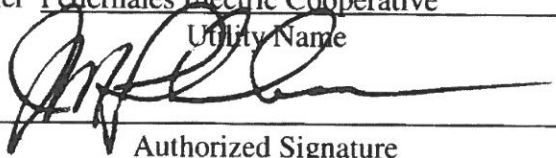
In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner Pedernales Electric Cooperative
Utility Name

By 
Authorized Signature

Title: District Director Liberty 1/1/11

Date: 4-28-14

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____





Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH

X Coordinate:		Description:		Construction Measure Number:		Printed: 4/24/2014	
Y Coordinate:				10013419			
GPS N				Design Name:		MR_AN03_CR 277 relocation for Williamson County	
GPS W				Name & Address:		Williamson County Corner of Cr 277 & Hwy 29	
County:		Williamson		USC Location:			
City:				Home Phone:			
Substat:		Andice		Business Phone:			
Feeder:		130		Cell Phone:			
Subdivision:				Appl Date:			
Phase:				Released:			
Sect:				Staked By:		Brian	
Lot:				Drawn By:		b_slaton	
Block:				Completed By:			
One Call:							
One Call:							
1 Tel Co:		ATT					
Communication:							
Communication:							
1 Gas Co:							
1 CATV:							
1 Water:		Chisholm					
1 Wastewater:							
		Remove 2 35-4 primary poles, install 2-40/4 poles 400' #4 ACSR 10kva xfr					
		Job Site:					
		Date Letter Sent:					
		Amount Due:					
		Date Payment Recd:					
		Amount Recd:					
		Directions:					
		Location is at the corner of CR 277 and Hwy 29 next to new Liberty Hill High School					
		Comments:					
		At pole prikey 328327					
		Eas Rec:					



Pedernales Electric Cooperative

ASSEMBLY UNITS REPORT

CMI: 10013419
Printed: 4/24/2014

Location	Function	Unit	Quantity	Work Crew	Description	Comments
1	INSTALL	A5-1	1	Same	1Ph Tap off of a 1Ph pole	
1	INSTALL	M42-11	2	Same	Deadend Assembly #4 or #1-0 ACSR	
1	REMOVE	A5-1	1	Same	1Ph Tap off of a 1Ph pole	
1	REMOVE	M42-11	2	Same	Deadend Assembly #4 or #1-0 ACSR	
1	REMOVE	O4 ACSR	64	Same	OH Conductor 4 ACSR	
1	REMOVE	O4 ACSR	64	Same	OH Conductor 4 ACSR	
2	INSTALL	A4	1	Same	1Ph Large Angle	
2	INSTALL	E1-2	1	Same	Un-grounded Single Down Guy	
2	INSTALL	F1-3	1	Same	Anchor 3/4" x 8' rod 10k pound anchor	
2	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"	
2	INSTALL	M42-11	4	Same	Deadend Assembly #4 or #1-0 ACSR	
2	INSTALL	O4 ACSR	92	Same	OH Conductor 4 ACSR	
2	INSTALL	O4 ACSR	92	Same	OH Conductor 4 ACSR	
2	INSTALL	P40-4	1	Same	Pole Dist 40 Ft Class 4 Wood	
3	INSTALL	A5	1	Same	1Ph Deadend	
3	INSTALL	E1-2	1	Same	Un-grounded Single Down Guy	
3	INSTALL	F1-3	1	Same	Anchor 3/4" x 8' rod 10k pound anchor	
3	INSTALL	G10DV	1	Same	Tran OH DV 120/240 10 1 Bush	
3	INSTALL	G135	1	Same	1Phase Transformer Pre-mounted arrester	
3	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"	
3	INSTALL	M42-11	1	Same	Deadend Assembly #4 or #1-0 ACSR	
3	INSTALL	M5-23.1.1	1	Same	Stirrup Hot Line #4 or #1/0	
3	INSTALL	O4 ACSR	328	Same	OH Conductor 4 ACSR	
3	INSTALL	O4 ACSR	328	Same	OH Conductor 4 ACSR	
3	INSTALL	P40-4	1	Same	Pole Dist 40 Ft Class 4 Wood	
3	INSTALL	ZM5-15B	1	Same	18" 3 position forklift Standoff Bracket	
Removal 1	REMOVE	A4	1	Same	1Ph Large Angle	
Removal 1	REMOVE	E1-1	1	Same	Gounded Single Down Guy	
Removal 1	REMOVE	E3-10	2	Same	Guy Marker	
Removal 1	REMOVE	F1-3	1	Same	Anchor 3/4" x 8' rod 10k pound anchor	
Removal 1	REMOVE	M2-1	1	Same	Pole Ground Driven Ground Rod	
Removal 1	REMOVE	O4 ACSR	290	Same	OH Conductor 4 ACSR	
Removal 1	REMOVE	O4 ACSR	290	Same	OH Conductor 4 ACSR	
Removal 1	REMOVE	P35-5	1	Same	Pole Dist 35 Ft Class 5 Wood	
Removal 2	REMOVE	A5	1	Same	1Ph Deadend	
Removal 2	REMOVE	E1-1	1	Same	Gounded Single Down Guy	
Removal 2	REMOVE	F1-3	1	Same	Anchor 3/4" x 8' rod 10k pound anchor	
Removal 2	REMOVE	G10DV	1	Same	Tran OH DV 120/240 10 1 Bush	
Removal 2	REMOVE	G135	1	Same	1Phase Transformer Pre-mounted arrester	
Removal 2	REMOVE	J6	1	Same	Sec or N Assemb Swinging Sec clevis	
Removal 2	REMOVE	M2-1	1	Same	Pole Ground Driven Ground Rod	
Removal 2	REMOVE	M42-11	1	Same	Deadend Assembly #4 or #1-0 ACSR	
Removal 2	REMOVE	M5-23.4.2	1	Same	Stirrup Hot Line #4 Fire-on	
Removal 2	REMOVE	P35-5	1	Same	Pole Dist 35 Ft Class 5 Wood	

Summary

Unit	Function	Quantity	Description
A4	INSTALL	1	1Ph Large Angle
A4	REMOVE	1	1Ph Large Angle
A5	INSTALL	1	1Ph Deadend
A5	REMOVE	1	1Ph Deadend
A5-1	INSTALL	1	1Ph Tap off of a 1Ph pole
A5-1	REMOVE	1	1Ph Tap off of a 1Ph pole
E1-1	REMOVE	2	Grounded Single Down Guy
E1-2	INSTALL	2	Un-grounded Single Down Guy
E3-10	REMOVE	2	Guy Marker
F1-3	INSTALL	2	Anchor 3/4" x 8' rod 10k pound anchor
F1-3	REMOVE	2	Anchor 3/4" x 8' rod 10k pound anchor
G10DV	INSTALL	1	Tran OH DV 120/240 10 1 Bush
G10DV	REMOVE	1	Tran OH DV 120/240 10 1 Bush
G135	INSTALL	1	1Phase Transformer Pre-mounted arrester
G135	REMOVE	1	1Phase Transformer Pre-mounted arrester
J6	REMOVE	1	Sec or N Assemb Swinging Sec clevis
M2-1	REMOVE	2	Pole Grnd Butt Plate NESC "Made Ground"
M2-2	INSTALL	2	Pole Grnd Butt Plate NESC "Made Ground"
M42-11	INSTALL	7	Deadend Assembly #4 or #1-0 ACSR
M42-11	REMOVE	3	Deadend Assembly #4 or #1-0 ACSR
M5-23.1.1	INSTALL	1	Stirrup Hot Line #4 or #1/0
M5-23.4.2	REMOVE	1	Stirrup Hot Line #4 Fire-on
O4 ACSR	INSTALL	840	OH Conductor 4 ACSR
O4 ACSR	REMOVE	708	OH Conductor 4 ACSR
P35-5	REMOVE	2	Pole Dist 35 Ft Class 5 Wood
P40-4	INSTALL	2	Pole Dist 40 Ft Class 4 Wood
ZM5-15B	INSTALL	1	18" 3 position fbrglis Standoff Bracket

Commissioners Court - Regular Session**25.****Meeting Date:** 05/20/2014

Discuss consider and take appropriate action on change order no 1 to contract number 141FB00211

Submitted For: Terron Evertson**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract number 141FB00211, in the amount of – \$7,155.00 for the Cul-de-sac Resurfacing project in the Brushy Creek and Fern Bluff MUD neighborhoods.

Background

This change order balances the contract quantities and decreases the total contract amount by \$7,155.00. With this change order, and payment of a final invoice, this project will be satisfactorily completed.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsAlpha Paving Ind. CO #1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/15/2014 09:15 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Alpha Paving Industries, LLC
2. Change Order Work Limits: Sta. _____ to Sta. _____
3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 14IFB00211

Roadway: Brushy Creek MUD

Purchase Order Number: _____

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 5/9/14

By D. Andrew Kim

Typed/Printed Name D. Andrew Kim

Typed/Printed Title President

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: (\$7,155.00)

RECOMMENDED FOR EXECUTION:

[Signature] 5/9/14
Project Manager Date
Construction Observer

[Signature] 5/9/14
Design Engineer Date

[Signature] 5/12/14
Program Manager Date

Design Engineer's Seal:



County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

CHANGE ORDER NUMBER: 1 Project # 14/FB00211

[illegible]

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session**26.****Meeting Date:** 05/20/2014

Parking Garage Supplemental 2

Submitted For: Robert Daigh**Submitted By:** Karen Peters, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any appropriate action to approve Supplemental Agreement No. 2 with Restek, Inc. to provide additional construction of structural repairs for the Williamson County Parking Garage, including but not limited to approval of supplemental agreement and finding of exemption from bidding requirements for a portion of the project due to various factors and pursuant to the Tex. Loc. Gov't Code Sections 262.024(a)(2) (health & safety) and 262.024(a)(3) (unforeseen damage to public property).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsSupplemental 2Parking Garage Supp 2 - Exhibit I

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Karen Peters

Final Approval Date: 05/16/2014

Reviewed By

Wendy Coco

Date

05/16/2014 11:00 AM

Started On: 05/15/2014 11:44 AM

**SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

STATE OF TEXAS	§
	§
OWNER OF WILLIAMSON	§

This Supplemental Agreement No. 2 to Agreement Between Owner and Contractor is executed by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "Owner") and Restek, Inc. (the "Contractor").

WHEREAS, on or about October 17, 2013, Owner and Contractor executed an Agreement Between Owner and Contractor for the construction of structural repairs for the Williamson County Parking Garage (the "Agreement");

WHEREAS, following Contractor's commencement of construction, the parties found that each jumper plate weld that was uncovered was defective;

WHEREAS, it was known that construction defects existed and that repair work to the Williamson County Parking Garage was necessary; however, it was not known until which time the jumper plate welds were uncovered during construction that such unforeseen damage to the Williamson County Parking Garage existed, to wit, all uncovered jumper plate welds were defective;

WHEREAS, it became necessary to amend and supplement the Agreement with Supplemental Agreement No. 1 dated effective January 29, 2014 in order to repair the unforeseen damage to the Williamson County Parking Garage by removing the concrete topping slab, replacing the jumper plate welds and replacing the topping slab at 210 locations within the Williamson County Parking Garage;

WHEREAS, it has now become necessary to further amend and supplement the Agreement with this Supplemental Agreement No. 2 in order to repair additional unforeseen damage to the Williamson County Parking Garage as further described by change order bid forms No. 2 and No. 3 attached as Exhibit 1;

WHEREAS, the Williamson County Commissioners Court, by order, has exempted this portion of the purchase and procurement of the above described additional unforeseen repairs from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemptions (1) for items necessary to preserve and protect the public health or safety of the residents of the community, as set forth under Section 262.024(a)(2) of the Texas Local Government Code; and (2) for items necessary because of unforeseen damage to public property, as set forth under Section 262.024(a)(3) of the Texas Local Government Code.

NOW, THEREFORE, premises considered, Owner and Contractor agree that the Agreement is supplemented and amended as follows:

AGREEMENT

I. SERVICES AND OBLIGATIONS OF CONTRACTOR.

Contractor shall, in addition to removing the concrete topping slab, replacing each defective jumper plate weld and replacing the topping slab, make other repairs as further described in change order bid forms No. 2 and No. 3 attached as Exhibit 1 to the Williamson County Parking Garage.

II. UNIT PRICES AND OVERHEAD COSTS.

Contractor will provide the above described work at the prices shown in Exhibit 1, the total not-to-exceed amount for the work described in Supplemental Agreement No. 2 being \$88,026.98.¹

III. TIME FOR COMPLETION OF CONSTRUCTION WORK.

A. Time for Substantial Completion. The Agreement's original Contract Time for Substantial Completion of all construction work was 126 calendar days from the date of commencement. The Contract Time for Substantial Completion is increased to 180 calendars from the date of commencement to allow Contractor to perform the Work described in the Agreement as well as the repair work described herein. Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to the Agreement.

B. Time for Final Completion. Final Completion will remain unchanged and will be as set forth in the Agreement. Under no circumstances will the time for Final Completion be exceeded without a written amendment to the Agreement.

IV. Exemption from Bidding Requirements. The Williamson County Commissioners Court, by order, has exempted the additional unforeseen necessary repairs and this portion of the purchase² and procurement of the above described repairs from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemptions (1) for items necessary to preserve and protect the public health or safety of the residents of the community, as set forth under Section 262.024(a)(2) of

¹ Previous procurement under this agreement has complied with all bidding requirements; however, the amount of change orders has now reached twenty-five percent (25%) of the original contract. Thus, based on unforeseen circumstances, health and safety reasons, and the duty to mitigate damages, it is necessary to exempt a portion of the additional work from bidding requirements. The overage above the twenty-five percent (25%) in change orders that is being exempted is estimated at \$53,395.73, depending on whether or not the not-to-exceed amount is reached.

² See FN1.

the Texas Local Government Code; and (2) for items necessary because of unforeseen damage to public property, as set forth under Section 262.024(a)(3) of the Texas Local Government Code. Due to such exemptions, the consideration paid to Contractor hereunder shall not be taken into consideration for purposes of the maximum percentage allowed for contract price increases under Section 262.031(b) of the Texas Local Government Code.

V. Extent of Supplemental Agreement. All other terms of the Agreement and any prior amendments, work authorizations and supplemental agreements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect. To the extent applicable, all terms used in this Supplemental Agreement No. 2 shall have the meanings attributed to them in the Agreement.

VI. Authority. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Supplemental Agreement No. 2 and to perform its obligations under the Agreement and this Supplemental Agreement No. 2 and that obligations and undertakings hereunder are valid, binding and enforceable obligations of such party.

IN WITNESS WHEREOF, Owner and Contractor have executed this Supplemental Agreement No. 2, in triplicate, to be effective as of the date of the last party's execution hereof.

CONTRACTOR:

OWNER:

Restek, Inc.

Williamson County, Texas

Signature

Signature

Printed Name

Printed Name

Title

Title

_____, 20____
Date

_____, 20____
Date

STRUCTURAL REPAIRS FOR
WILLIAMSON COUNTY PARKING GARAGE
AT JUSTICE CENTER COMPLEX
GEORGETOWN, TEXAS
PROJECT NO. 12004

CHANGE ORDER No 2
BID FORM

LINE ITEMS OF WORK

* INDICATES WORK COMPLETED ** INDICATES NUMBER OF WORK ITEMS COMPLETE TO DATE		SHOWN ON DRAWING SHEET NO(S).	SHOWN IN DETAIL NO(S).	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
CO2-01	REPAIR INVERTED BEAM END SPALL	FIELD DIRECTED		EA	4	\$ 841.50	\$ 3,366.00
CO2-02	REPAIR SPALLS AT ENDS OF DOUBLE TEE STEMS (SURFACE PATCH)	FIELD DIRECTED		EA	5	\$ 76.50	\$ 382.50
CO2-03	REPAIR CONCRETE SPALL WITH PATCH MATERIAL (TOPPING SLAB-SS)	CO No. 2 S2.3, S2.4		EA	16	\$ 140.00	\$ 2,240.00
CO2-04	REMOVE AND INSTALL NEW PAVING SLAB	FIELD DIRECTED	5/S4.3	SF	125	\$ 51.00	\$ 6,375.00
CO2-05	DOUBLE TEE CONNECTOR AT PC WALL PANEL/SPANDRELS	CO No. 2 S2.3, S2.4	4/S4.4				
	REMOVE CONCRETE TOPPING SLAB ENDS *8		CONTRACT DRAWINGS	EA	8	\$ 120.00	\$ 960.00
	REPLACE WELD *8			EA	8	\$ 200.00	\$ 1,600.00
	REPLACE CONCRETE TOPPING SLAB*8			EA	8	\$ 140.00	\$ 1,120.00
CO2-06	PC PANEL CONNECTOT TO PC WALL PANEL	CO No. 2 S2.4	5/S4.4, 6/S4.4 CONTRACT DRAWINGS				
	REMOVE CONCRETE TOPPING SLAB SIDES *			EA	24	\$ 120.00	\$ 2,880.00
	REPLACE WELD *			EA	24	\$ 150.00	\$ 3,600.00
	REPLACE CONCRETE TOPPING SLAB *			EA	24	\$ 140.00	\$ 3,360.00
CO2-07	REMOVE AND REPLACE GROUT UNDER WALL COLUMNS *	FIELD DIRECTED	5/S4.4, 6/S4.4 CONTRACT DRAWINGS	LF	74	\$ 60.00	\$ 4,440.00
CO2-08	PROVIDE NEW SHIM FOR DOUBLE TEE (BEARING PAD) *	FIELD DIRECTED	S4.4	EA	12	\$ 200.00	\$ 2,400.00
CO2-09	DOUBLE TEE CONNECTOR AT PC WALL PANEL/SPANDRELS	CO No. 2 S2.4	5/S4.4, 6/S4.4 CONTRACT DRAWINGS				
	REMOVE CONCRETE TOPPING SLAB SIDES *6			EA	8	\$ 120.00	\$ 960.00
	REPLACE WELD *6			EA	8	\$ 200.00	\$ 1,600.00
	REPLACE CONCRETE TOPPING SLAB *3			EA	8	\$ 140.00	\$ 1,120.00
CO2-10	REPAIR SPALL AT CONNECTION OF PC SPANDREL PANEL *	FIELD DIRECTED		EA	1	\$ 1,402.50	\$ 1,402.50
	GENERAL OVERHEAD & ADD'L BOND			LS	1	\$ 2,412.80	\$ 2,412.80
TOTAL BID							\$ 40,218.80

STRUCTURAL REPAIRS FOR
WILLIAMSON COUNTY PARKING GARAGE
AT JUSTICE CENTER COMPLEX
GEORGETOWN, TEXAS
PROJECT NO. 12004

CHANGE ORDER No. 3
BID FORM

LINE ITEMS OF WORK

* INDICATES WORK COMPLETED		SHOWN ON DRAWING SHEET NO(S).	SHOWN IN DETAIL NO(S).	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
CO3-01	PATCH SLAB AT C.2/43 (LEVEL 3)*	FIELD DIRECTED		EA	1	\$ 1,397.50	\$ 1,397.50
CO3-02	REPAIR COLUMN EMBEDS AT C.2/43 (LEVEL 3) *	FIELD DIRECTED		EA	1	\$ 980.00	\$ 980.00
CO3-03	REPAIR COLUMN EMBEDS AT A.5/43 (LEVEL 3) *	FIELD DIRECTED		EA	1	\$ 980.00	\$ 980.00
CO3-04	ADD DOWELS AT COLUMN A.5/43 (LEVEL 2)*	FIELD DIRECTED		EA	1	\$ 561.00	\$ 561.00
CO3-05	DOUBLE TEE END DAMAGE REPAIR	FIELD DIRECTED		EA	61	\$ 265.00	\$ 16,165.00
CO3-06	REPLACE ALL BACKER ROD/SEALANT AT LEVEL 4 AND LEVEL 1 COLUMNS			LF	1300	\$ 6.50	\$ 8,450.00
CO3-07	ADDITIONAL TOPPING (5") - SOUTHEAST STAIRWELL REPAIR*	FIELD DIRECTED		LS	1	\$ 5,510.00	\$ 5,510.00
CO3-08	EPOXY INJECT WALL CRACKS	FIELD DIRECTED		LF	250	\$ 45.00	\$ 11,250.00
	GENERAL OVERHEAD & ADD'L BOND			LS	1	\$ 2,514.68	\$ 2,514.68
TOTAL BID							\$ 47,808.18

Commissioners Court - Regular Session**27.****Meeting Date:** 05/20/2014

Rule 11 Settlement Agreement

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on a Rule 11 and Settlement Agreement with Sovran Acquisition Limited Partnership, et.al for ROW needed on CR 170. (PARCEL 18)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Sovran Rule 11 and Settlement Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2014

Reviewed By

Wendy Coco

Date

05/16/2014 10:59 AM

Started On: 05/15/2014 10:46 AM

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

May 7, 2014

RULE 11 AND SETTLEMENT AGREEMENT

Mr. Michael M. Barron
Barron & Adler, LLP
808 Nueces Street
Austin, Texas 78701

Re: Cause No. 12-1074-CC1
Williamson County, Texas v. Sovran Acquisition Limited Partnership, et. al.
CR 170—Parcel 18

Dear Mike:

This letter will constitute a Rule 11 and Settlement Agreement between Williamson County, Texas ("County") and Sovran Acquisition Limited Partnership ("Sovran") pursuant to the Rules of Civil Procedure in connection with the above-captioned case and the property to be acquired as part of the County Road 170/A.W. Grimes construction project. The terms of this Rule 11 agreement and the settlement reached are follows:

1. County agrees to pay, and Sovran agrees to accept, the sum of \$202,218.00 for the 0.746 acre of right of way parcel sought to be acquired in this condemnation suit as set out in Plaintiff's Original Petition and any amendments on file in this cause, any improvements contained within the right of way, and any damages to or costs for reconfiguration of the remaining property of Sovran. The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the commissioners at a hearing to be scheduled by County as soon as possible.
2. In connection with a Possession and Use Agreement previously executed by the parties and recorded in Document No. 2012099938, County has paid Sovran the amount of \$152,550.00, which amount was agreed to be credited or offset against any total purchase price or condemnation award for the acquisition of Parcel 18. Therefore, County agrees to deposit the remaining sum of \$49,668.00 into the registry of the court within 20 days after the entry of the Agreed Special Commissioners Award as set out herein.

3. It is agreed that neither County nor Sovran shall file objections to the Award of Special Commissioners in this cause.
4. It is agreed that the two existing driveways serving the Sovran property will remain open to traffic in substantially the same location and alignment as prior to the acquisition.

If this letter sets forth the terms of our Rule 11 agreement and the settlement reached between the County and Sovran, please so indicate by executing this letter in the space indicated below on behalf of Shipman.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, P.C.
Attorneys for Williamson County, Texas

AGREED AND ACCEPTED:

Michael M. Barron

Michael M. Barron
Barron & Adler, LLP
Attorneys for Sovran Acquisition Limited Partnership

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Commissioners Court - Regular Session**28.****Meeting Date:** 05/20/2014

Building a Better Texas Award from Texas A&M AgriLife Extension Service

Submitted By: Anita Guthrie, Ag Extension**Department:** Ag Extension**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider Building a Better Texas Award from Texas A&M AgriLife Extension Service to honor a 100-year partnership between Williamson County and Cooperative Extension.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Anita Guthrie

Final Approval Date: 05/02/2014

Reviewed By

Wendy Coco

Date

05/02/2014 10:17 AM

Started On: 05/02/2014 09:26 AM

Commissioners Court - Regular Session**29.****Meeting Date:** 05/20/2014

Windows 7 Upgrade Overtime

Submitted By: Jay Schade, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on paying comp time in the amount of \$525 -- and approving the related line item transfer -- to pay non-exempt Technology Services employees.

Background

Currently, if a non-exempt employee in the Technology Services department works overtime they receive comp time rather than being paid for the time worked. Because the expiration of Windows XP rendered all employees who deal with CJIS information non-compliant if they were using a Windows XP machine, it was critical that those machines be upgraded as soon as possible. This accrued a total of 14.5 hours of overtime from two of our non-exempt employees (with many more overtime hours from our exempt employees who do not receive additional compensation). Because we can't afford to have staff out of the office any more than they are already allowed for vacation and sick leave, we would like to be able to pay them for these specific hours worked while upgrading these machines to Windows 7 rather than give them comp time. Because we have an employee who is on prolonged absence without pay we do have the funds available in our budgeted salary line item.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
FROM	0100.0503.001100	F/T Salaries	525	01	
TO	0100.0503.001110	Overtime	525	02	

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jay Schade

Final Approval Date: 05/09/2014

Reviewed By

Wendy Coco

Date

05/09/2014 01:45 PM

Started On: 05/08/2014 04:44 PM

Commissioners Court - Regular Session**30.****Meeting Date:** 05/20/2014

MRS Agreement for Physician Review Services

Submitted By: Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Physician Review Services Agreement with Concentra Health Services, Inc. to provide peer review for health plan medical appeal cases on an as needed basis.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAgreement

Form Review**Inbox**

Hal Hawes

Jalyn Morris

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 05/15/2014

Reviewed By

Hal Hawes

Jalyn Morris

Wendy Coco

Date

05/14/2014 02:12 PM

05/15/2014 08:44 AM

05/15/2014 10:21 AM

Started On: 05/14/2014 11:24 AM

AGREEMENT FOR PHYSICIAN REVIEW SERVICES

This Agreement for Physician Review Services (the "Agreement") is made and entered into as of the 15th day of May, 2014, (the "Effective Date") by and between Concentra Health Services, Inc., a Nevada corporation, d/b/a Concentra Medical Centers as agent for and on behalf of itself, its subsidiaries, affiliates, and managed and professional associations and corporations ("Concentra") and Williamson County ("Client").

WITNESSETH:

WHEREAS, Concentra, through its contracted providers, is in the business of providing certain physician review services; and

WHEREAS, Client desires to engage Concentra, and Concentra desires to accept such engagement, to provide the certain physician review services, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. During the term of this Agreement, Concentra shall provide the physician review services (the "Services") as described in the statement of work, attached hereto and herein incorporated by reference as Schedule I.
2. No Agency Relationship & Indemnification. It is understood and agreed that Concentra shall not in any sense be considered a partner or joint venturer with the Client, nor shall Concentra hold itself out as an agent or official representative of the Client unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Concentra shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of the Client other than what may be expressly allowed under this agreement.
3. No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Client, the Williamson County Commissioners Court, or the Williamson County Judge.
4. Compensation. In consideration of Concentra's provision of the Services, Client shall pay Concentra in accordance with the fee schedule set forth on Schedule II attached hereto. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Client 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 the Client'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.
5. Good Faith Clause. Concentra agrees to act in good faith in the performance of this agreement.
6. Right to Audit. Concentra agrees that the Client 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 Concentra which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, at the County's sole

expense. Concentra agrees that the Client shall have access during normal working hours to all necessary Concentra facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. the Client shall provide thirty (30) days' written notice to Concentra of its intent to perform such audit.

7. Term and Termination.

- (a) The initial term of this Agreement shall be a period of one (1) year commencing on the date first set forth above. Thereafter, this Agreement shall be automatically renewed for successive additional terms of one (1) year each, unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the initial or any renewal term, as the case may be.
- (b) Anything herein to the contrary notwithstanding, either party may terminate this Agreement at any time, without cause, upon not less than sixty (60) days prior written notice to the other party.
- (c) Anything herein to the contrary notwithstanding, either party may terminate this Agreement immediately upon written notice to the other party in the event of such other party's breach of a material provision of this Agreement which remains uncured for a period of thirty (30) days following receipt of written notice specifying the breach complained of.
- (d) With respect to services performed prior to termination, each party shall pay the other party hereunder for work actually performed. Except for termination of the obligations to perform further services and to compensate for such services, the terms and conditions of this Agreement shall continue and survive any termination of this Agreement.

8. Compliance With Laws. In the performance of its duties and obligations pursuant to this Agreement, Concentra shall comply with all laws, rules, and regulations applicable to Concentra in connection therewith.

9. Performance Standards. In the performance of its duties and obligations pursuant to this Agreement, Concentra will act in accordance with the standards and practices of care, skill, and diligence customarily observed by similar firms under similar circumstances at the time Concentra's services are rendered hereunder.

10. Insurance. Concentra at its sole expense will maintain general and professional liability insurance coverage with annual limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and worker's compensation insurance within statutory limits. Upon execution of this Agreement, Concentra will provide Client with certificates evidencing such insurance coverage.

7. Confidentiality. Concentra acknowledges that, in the course of providing Services to Client, Concentra may acquire and make use of certain confidential and/or proprietary information and documents of Client (collectively, the "Confidential Information"). Confidential Information means any and all data and information which is confidential, proprietary or otherwise not generally available to the public, including, but not limited to, patient medical records, patient lists, other patient clinical data or protected health information, products, services, pricing, contracts and any other information relating to Client's business, business plans and business activities. Unless disclosure is required by law, Concentra will not use, copy, or disseminate any such information without Client's prior written consent for any purpose other than for performing the Services pursuant to this Agreement. If Concentra receives a request or demand for the disclosure of Confidential Information, Concentra shall immediately provide written notice to Client. If required by law, Concentra shall execute a Business Associate Addendum ("BAA") substantially in the form attached hereto in Schedule III in conjunction with the execution of this Agreement. This Section will survive any termination of this Agreement.

8. Indemnification.

- a. To the extent authorized by Texas law, each party hereby covenants and agrees to indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorneys' fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement.
- b. The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.
- c. The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

9. Miscellaneous.

- a. Entire Agreement; Amendment. This Agreement, along with the attached schedules, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties.
- b. Notices. All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be given in writing, unless otherwise specified, and shall be deemed to have been properly given when (i) personally delivered, (ii) if sent via overnight delivery by a nationally recognized overnight carrier, upon delivery date, or (iii) if sent by United States mail, three (3) business days after deposit in postage prepaid, certified or registered mail, to the addresses set forth below or to such other address or addresses as either party may designate in writing.

If to Concentra: Concentra Health Services, Inc.
Medical ReviewStream
5080 Spectrum Drive, Suite 1200, West Tower
Addison, TX 75001
Fax: 800-294-9399

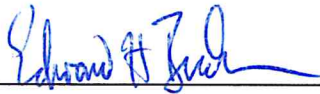
With Copy to: Concentra Health Services, Inc.
5080 Spectrum Drive, Suite 1200 - West Tower
Addison, Texas 75001
Attention: Legal Department

If to Client: Williamson County's Attorney's Office
405 MLK Street
Georgetown, TX 78626
Attention: Shannon Francis

- c. Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.
- d. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.
- e. Assignment; Binding Effect. Neither party may assign this Agreement, or any of its respective rights or obligations hereunder, to any other person or entity, without the prior written consent of the other party. Notwithstanding the foregoing, Concentra may assign this Agreement to the surviving entity in the event of a sale of substantially all of its assets or pursuant to a merger. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.
- f. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- g. Venue and Applicable Law. Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
- h. Legislative Modification. Notwithstanding any other provision to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibits, restricts, or in any way materially changes the agreement of the parties as contemplated herein, the parties will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon written notice to the other party.
- i. Section Headings. Section headings contained in this Agreement are for convenience of reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

CONCENTRA HEALTH SERVICES, INC.

By: _____

Name: Edward H. Bucknam

Title: President

Date: May 14, 2014

WILLIAMSON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Schedule I

Statement of Work

General Description of Services

Medical ReviewStream (MRS) by Concentra provides physician review services to complement Utilization Review (UR) operations and claims handling/adjusting services where there may be excessive or inappropriate treatment and services being prescribed.

Utilization Review Organizations typically use physician review services when requested services are not congruent with recognized evidence-based practice guidelines. Typically the UR nurse has reached a point in the medical necessity review of the submitted clinical information where initial and/or continued certification fails to meet the appropriate guidelines. At this point, the UR nurse refers the case to a physician or other appropriate provider for analysis and a medical necessity recommendation.

Claims based physician review services are typically used for specific cases where there may be excessive or inappropriate treatment and services being prescribed. Typically, the claims professional has identified that a patient's treatment or medical services may be inappropriate and needs the expertise of a fully credentialed, currently licensed Board Certified Physician to provide a medical opinion about the case.

In addition, physician review services can be used for specific cases where there may be a question regarding the provider's recommendation for the duration of time off work under the Family Medical Leave Act (FMLA) and/or with regard to short term or long term disability claims.

MRS' physician Advisors may consult with the treating physicians for the purpose of assessing the medical necessity of the current treatment. Evidence-based medical guidelines, federal and state regulations, medical board practice guidelines and other applicable regulations and laws are utilized and applied. Advisors are instructed to avoid commentary that directly recommends treatment. The Advisor cannot take the position of making treatment recommendations as this could be considered practicing medicine. There is no doctor-patient relationship when performing these medical necessity reviews.

Services Include

- Process Administration
 - Receipt of an individual request & submitted clinical records
 - Appropriate reviewer selection and assignment based on state and other mandates
 - Clinical record routing to assigned physician/appropriate reviewer
 - Physician/appropriate reviewer analysis for medical necessity
 - When applicable, there will be an appropriate attempt to offer the requesting provider an opportunity to discuss and further amplify the medical necessity of treatments
 - 2 peer-to-peer contact attempts will be made provided a minimum of 2 business days of turnaround time

- A minimum of 1 contact attempt will be made with less than 2 business days of turnaround time
- Completion of Concentra's standard determination report template
- Tracking and follow-up of assigned reviews to ensure a timely response consistent with client requirements
- Quality Assurance of recommendation (i.e. spelling, review of submitted records, application of most appropriate guidelines, responsiveness to request)
- Physician/provider reviewer panel credentialing
- Medical Director oversight
- State regulatory compliance

Turnaround Time

Will commence upon MRS' receipt of a completed request that contains all the clinical information submitted and will end on the date provided as the due date that accomplishes each request. Turnaround time will be measured in business days, excludes weekends, holidays, and the day of receipt of request.

Determination Reports

MRS will be responsible for delivering a written report with an assessment of the medical issue to be addressed as requested from its clients. Notification of insurers, requesting provider and/or the patient will be the responsibility of MRS' client.

Workflow Description

Client will submit request via email using the MRS referral form along with pertinent medical records to be considered in the evaluation to MRS central email address (reviews@concentra.com). Requests will include the date by which the determination report should be completed. Completed determination reports will be returned via email to the same email address the request was received from.

Other Special Instructions

No specific special handling instructions.

Billing

MRS will bill for services on a monthly basis. Statements will reflect the prior month's service activity.

Services to be Provided (check appropriate review type box)

Utilization Review Types: Physician or peer reviews done inside of formal Utilization Review (UR) programs in which a medical necessity opinion is issued and returned to a UR Organization

- ☐ **UR Medical Necessity - First:** 1st level prospective peer reviews in which typically primary caser providers are used to perform a medical necessity analysis
- ☐ **UR Reconsideration:** Resubmission of an Initial Peer Review for assignment to the original peer review advisor for additional peer-to-peer contact attempts
- ☐ **UR Appeal:** 2nd level prospective peer review request in which the Initial Peer Review was non-certified. They are assigned to a peer review advisor with the same primary specialty as the requesting provider
- ☐ **UR Retrospective:** Medical Necessity analysis of previously provided medical services

Claims Review Types: Medical opinion reviews that are outside of the UR process that typically deal with questions about medical necessity, causality, relativeness, and/or duration of time off of work

- ☐ **Chart Review - Standard:** Single question review in which things like medical necessity, causality, or relativeness are attempting to be established
- ☒ **Chart Review - Complex:** Multiple medical opinion/question review in which things like medical necessity, causality, and/or relativeness are attempting to be established
- ☐ **Family Medical Leave Act (FMLA):** Addresses questions regarding a provider's recommendation for the duration of time off work under the Family Medical Leave Act (FMLA)
- ☐ **Short Term Disability (STD):** Addresses questions regarding a provider's recommendation for the duration of time off work with regard to a short term disability claim.
- ☐ **Long Term Disability (LTD):** Addresses questions regarding a provider's recommendation for the duration of time off work with regard to a long term disability claim.
- ☐ **Pharmacy:** Addresses questions related to potential inappropriate drug therapy being prescribed

Statement of Work

Referral Form

Medical ReviewStream By Concentra Peer Review Referral

Shaded Fields are required

PERSON REQUESTING REVIEW

Name: Click here to enter text.
Date: Click here to enter text.
Phone Number: Click here to enter text. Fax: Click here to enter text.
Company: Click here to enter text.

PATIENT DEMOGRAPHICS

Name: Click here to enter text. Unique Identifier: Click here to enter text.
Employer: Click here to enter text. Customer Reference #: Click here to enter text.
Birth Date: Click here to enter text. Claim #: Click here to enter text.
Jurisdiction: Click here to enter text. Date of Injury: Click here to enter text.

REQUESTING PROVIDER/PROVIDER OF RECORD

Physician Name: Click here to enter text. Available Time for Peer-to-Peer: Click here to enter text.
Specialty: Click here to enter text. Click here to enter text.
Phone Number: Click here to enter text. Click here to enter text.

ADDITIONAL INFORMATION

Diagnosis: Click here to enter text.
ICD-9 code: Click here to enter text.
CPT Code: Click here to enter text.

ISSUE OR QUESTION TO BE ADDRESSED

Click here to enter text.

Case Due Date: Click here to enter text. Total No. of Pages Sent: Click here to enter text.

REVIEW TYPE (select 1)

Utilization Review Case Types

- ☐ UR Medical Necessity - First
☐ UR Reconsideration
☐ UR Appeal
☐ UR Retrospective

Claim/Chart Review Case Types

- ☐ Chart Review – Standard * ☐ Short Term Disability
☐ Chart Review – Complex ** ☐ Long Term Disability
☐ Pharmacy
☐ Family Medical Leave Act (FMLA)

* Single question or issue to be addressed such as causality or relativeness

** Multiple questions or issues to be addressed (up to 3)

MRS's determination reports are sent to the submitter of this referral form. MRS does not prepare or send mandated letters or notifications to requesting providers, patients, or their representatives.

Fax completed referral forms and medical records to (800) 294-9399 or email via encrypted email to:
Reviews@concentra.com

Statement of Work

Determination Report Template

Patient name:
Date of birth:
Issue(s) to be analyzed:
Date of injury:
Diagnoses:
Requester name:
Phone #:

Medical records reviewed

___ pages of medical and administrative records were reviewed including:

Criteria used in analysis

Reviewer's Comments

Determination

Peer Reviewer Name/Credentials

Attestation

Contact Information

(peer-to-peer contact attempt summary)

Schedule II

Fees

Utilization Review		
Review Type	Rate per Review	Comments
UR Medical Necessity - First	N/A	Includes up to 3 related items and 100 pages of medical records
UR Medical Necessity (Specialty Match)	N/A	
UR Reconsideration	N/A	
UR Appeal	N/A	
UR Retrospective	N/A	
Claims Review		
Review Type	Rate per Review	Comments
Chart Review – Standard	N/A	1 question & up to 100 pages
Chart Review – Complex	\$350	Up to 3 questions & 100 pages
Family Medical Leave Act (FMLA)	N/A	Up to 100 pages
Short Term Disability (STD)	N/A	Up to 100 pages
Long Term Disability (LTD)	N/A	Up to 100 pages
Pharmacy	N/A	Up to 3 drugs & 100 pages
Surcharges		
Surcharge Type	Rate	Comments
Expedited	\$50 per review	Same and next day due date
Excess Medical Records	\$1 per page over 100	

Schedule III

Business Associate Agreement

Commissioners Court - Regular Session**31.****Meeting Date:** 05/20/2014

Aetna

Submitted By: Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Master Services Agreement (MSA-866349) by and between Aetna Life Insurance Company (Aetna) and Williamson County whereby Aetna will provide Williamson County Self-Insured Medical, Dental, and Vision Claims Administration, Disease Management, Precertification Management, Large Case Management, Biometric/Wellness Program Management, Prescription Drug Card/Mail Order, Preferred Provider Network, and Section 125 Administration (RFP # 15RFP101); and authorize the presiding officer of the Williamson County Commissioners Court to execute said agreement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsAetna SignedAppendix 2Appendix 3

Form Review

Form Started By: Wendy Coco

Started On: 05/16/2014 03:11 PM

Final Approval Date: 05/16/2014

MASTER SERVICES AGREEMENT NO. MSA-866349

This Master Services Agreement by and between Aetna Life Insurance Company, a Connecticut corporation located at 151 Farmington Avenue, Hartford, Connecticut, its affiliated HMOs, if indicated in Appendix V, its other affiliates and subsidiaries (collectively "Aetna") and Williamson County, a political subdivision of the State of Texas and a body politic duly organized and existing under the laws of the State of Texas, with its principal place of business located at 710 Main Street, Suite 101, Georgetown, Texas 78626 ("Customer") is effective as of November 1, 2014 ("Effective Date"). This Master Services Agreement, Statements of Available Services ("SAS"s), Williamson County Request for Proposals 15RFP101, Aetna's Proposal in response to Williamson County Request for Proposals 15RFP101 and any additional Schedules and Appendices, as so identified and agreed, shall be hereinafter collectively referred to as the "Services Agreement."

1. INTRODUCTION

WHEREAS, Customer has established a self-funded employee health benefits plan (the "Plan"), for certain eligible Plan Participants (employees, dependents, beneficiaries, retirees, or members as referenced in the Plan documents, or any term used by the Customer to designate participants in the Plan) described in Appendix I of this Services Agreement; and

WHEREAS, pursuant to the Plan, Customer wishes to make available one or more products offered by Aetna ("the Products"), as specified in the SASs; and

WHEREAS, Aetna has arranged to provide integrated claim administration of these Product(s) and supplemental administrative services ("Services");

THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the parties hereby enter into this Services Agreement, which sets forth the terms and conditions under which Aetna agrees to render the Services, and under which Customer hereby agrees to receive and compensate Aetna for such Services.

2. TERM

Unless one party informs the other of its intent to allow the Services Agreement to terminate in accordance with Section 7 of this Master Services Agreement, the initial term of this Services Agreement shall be three (3) years beginning on the Effective Date (referred to as an "Agreement Period"). This Agreement will automatically renew for up to two (2) additional successive one-year terms unless otherwise terminated pursuant to Section 7 of this Master Services Agreement.

3. SERVICES

Aetna shall perform only those services expressly described in this Services Agreement. In the event of a conflict between the terms of this Master Services Agreement and of the attached SASs, the terms of the SASs will control.

4. STANDARD OF CARE

Aetna or Customer will discharge their obligations under the Services Agreement with that level of reasonable care which a similarly situated Services provider or plan administrator, as applicable, would exercise under similar circumstances. In connection with fiduciary powers and duties hereunder, if delegated by Customer to Aetna as noted in the Claim Fiduciary section of the applicable SAS, Aetna shall observe the standard of care and diligence required of a fiduciary under applicable state law.

5. FIDUCIARY DUTY

It is understood and agreed that the Customer retains complete authority and responsibility for the Plan, its operation, and the benefits provided there under, and that Aetna is empowered to act on behalf of Customer in connection with the Plan only to the extent expressly stated in the Services Agreement or as agreed to in writing by Aetna and Customer.

Customer has the sole and complete authority to determine eligibility of persons to participate in the Plan.

Claim fiduciary responsibility is identified in the applicable Statement of Available Services ("SAS").

6. SERVICE FEES

Customer shall pay Aetna the Service Fees in accordance with the Service and Fee Schedule(s). No Services other than those identified in the Service and Fee Schedule(s) are included in the Service Fees. Subject to the terms of the Service and Fee Schedule(s) and except as otherwise set forth herein, the Services to be provided by Aetna and the Service Fees may be adjusted annually effective on the anniversary of the Effective Date (the "Contract Anniversary Date") by Aetna upon ninety (90) days prior written notice, or at other times as indicated in the Service and Fee Schedule(s). Any change to the Service Fees must be in accordance with the guarantees set forth in the Service and Fee Schedule(s).

Aetna shall provide Customer with a monthly statement indicating the Service Fees owed for the current month. On or before the first of each month, Aetna shall provide Customer with a monthly statement indicating the Service Fees owed for the current month. Any employee added between the 1st and the 15th of the previous month will be accounted for on the invoice for purposes of calculating any per employee per month fees. Any employee terminated between the 1st and 15th of the month will be a credit to the Customer's invoice the following month. Any employee added between the 16th and the end of the preceding month will be accounted for on the next month's invoice. Any employee terminated between the 16th and the end of the preceding month will be accounted for on the next month's invoice. Customer shall pay Aetna the amount of the Service Fees in accordance with Chapter 2251 of the Texas Government Code. A monthly statement shall be deemed overdue the 31st day after the later of (1) the last day of the month for which the Service Fees are billed and Services rendered; or (2) the date the Williamson County Benefit Department receives a monthly statement for the Services (the "Payment Due Date").

In the event that an error appears in an invoice submitted by Aetna, Customer shall notify Aetna of the error not later than the twenty first (21st) day after the date Customer receives the invoice. If the error is resolved in favor of Aetna, Aetna shall be entitled to receive interest on the unpaid balance of the invoice submitted by Aetna beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Customer, Aetna shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

Customer shall reimburse Aetna for additional expenses incurred by Aetna and agreed to by the parties on behalf of the Plan or Customer which are necessary for the administration of the Plan, including, but not limited to: special hospital audit fees, fees paid or expenses incurred to recover Plan assets, customized printing fees, clerical listing of eligibility, Customer audits exceeding limits in the Services Agreement, and for any other services performed which are not Services under the Services Agreement. The payment by Aetna on behalf of Customer of any such expenses shall constitute part of the Services hereunder, provided, however, with respect to any payments made by Aetna on behalf of and at the request of the Customer to vendors, as a result of Aetna issuing such payment, Aetna will assume the tax reporting obligation, such as Form 1099-MISC or other applicable forms.

In circumstances where Aetna may have a contractual, claim or payment dispute with a provider, the settlement of that dispute with the provider may include a onetime payment in settlement to the provider or to Aetna, or may otherwise impact future payments to providers. Aetna, in its discretion, may apportion the settlement to self-funded Customers, either as an additional service fee from, or as a credit to, Customer, as may be the case, based upon specific applicable claims, proportional membership or some other allocation methodology, after taking into account Aetna's costs including Aetna's internal costs of recovery and distribution.

Interest charges for any overdue payments shall be paid by Customer 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 Customer's fiscal year (October 1-September 30) 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 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.

Following the close of an Agreement Period, Aetna will prepare and submit to the Customer a report showing the Service Fees paid.

7. TERMINATION

The Services Agreement may be terminated by Aetna or the Customer as follows:

(A) Legal Prohibition - If any state or other jurisdiction enacts a law or Aetna or Customer interprets an existing law to prohibit the continuance of the Services Agreement or some portion thereof, the Services Agreement or that portion shall terminate automatically as to such state or jurisdiction on the effective date of such law or interpretation; provided, however, if only a portion of the Services Agreement is impacted, the Services Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(B) Customer Termination - Customer may terminate the Services Agreement with respect to all Plan Participants or any group of Plan Participants included under the Services Agreement or any subsidiary or affiliate of Customer that is covered under the Services Agreement, or for a particular Product and/or SAS, by giving Aetna at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.

(C) Aetna Termination -

- (1) Aetna may terminate the Services Agreement or any SAS attached hereto by giving to Customer at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.
- (2) If Customer fails to respond to an initial request by Aetna, or the bank selected by Aetna, on which benefit payment checks are drawn in satisfaction of a claim for Plan benefits ("Bank"), to provide funds to the Bank for the payment of checks or other payments approved and recorded by Aetna, Aetna shall have the right to cease processing benefit payment requests and suspend other Services until the requested funds have been provided. Aetna may terminate the Services Agreement immediately upon transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail) if (a) Customer fails to provide the requested funds within five (5) business days of written notice by Aetna, or (b) Aetna determines that Customer will not meet its obligation to provide such funds within such five (5) business days.
- (3) If Customer fails to pay Service Fees by the Payment Due Date, Aetna shall have the right to suspend Services until the Service Fees have been paid. Aetna may terminate the Services Agreement immediately upon transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail) if (a) Customer either fails to pay such Service Fees within five (5) business days of written notice of unpaid Service Fees by Aetna, or (b) Aetna determines that Customer will not meet its obligation to pay such Service Fees within such five (5) business days.
- (4) Any acceptance by Aetna of funds or Service Fees described in paragraphs (2) or (3) above, after the grace periods specified therein have elapsed and prior to any action by Aetna to suspend Services or terminate the Services Agreement, shall not constitute a waiver of Aetna's right to suspend Services or terminate the Services Agreement in accordance with this section with respect to any other failure of Customer to meet its obligations hereunder.

(D) Responsibilities on Termination - Upon termination of the Services Agreement, for any reason other than termination under Section 7 (C) (2), Aetna will continue to process runoff claims for Plan benefits that were incurred prior to, but not processed as of, the termination date, which are received by Aetna not more than twelve (12) months following the termination date. The Service Fee for such activity is included in the Service Fees described in Section 6 of this Master Services Agreement. The procedures and obligations described in the Services Agreement, to the extent applicable, shall survive the termination of the Services Agreement and remain in effect with respect to such claims. Benefit payments processed by Aetna with respect to such claims which are pending or disputed will be handled to their conclusion by Aetna, and the procedures and obligations described in the Services Agreement, to the extent applicable, shall survive the expiration of the twelve (12) month period. Requests for benefit payments received after such twelve (12) month period will be returned to the Customer or, upon its direction, to a successor administrator at the Customer's expense.

Customer will be liable for all Plan benefit payments made by Aetna in accordance with the preceding paragraph (D) following the termination date or which are outstanding on the termination date. Customer will continue to fund Plan benefit payments through the banking arrangement described in Section 8 of this Master Services Agreement and agrees to instruct its bank to continue to make funds available until all outstanding Plan benefit payments have been funded by the Customer or until such time as mutually agreed upon by Aetna and Customer (e.g., Customer's wire line and bank account from which the Bank requests funds must remain open for one (1) year after runoff processing ends, two (2) years after termination).

Upon termination of the Services Agreement and provided all Service Fees have been paid, Aetna will release to Customer or to a successor administrator, in Aetna's standard format, all claim data, records and files within thirty-one (31) days following the termination date. All reasonable costs associated with the release of data, records and files from Aetna to Customer shall be paid by Customer.

8. BENEFIT FUNDING

Plan benefit payments and related charges of any amount payable under the Plan shall be made by check drawn by Aetna payable through the Bank or by electronic funds transfer or other reasonable transfer method. Customer, by execution of the Services Agreement, expressly authorizes Aetna to issue and accept such checks on behalf of Customer for the purpose of payment of Plan benefits and other related charges. Customer agrees to provide funds through its designated bank sufficient to satisfy all Plan benefits (and which also may include Service Fees in satisfaction of the obligations of Section 6 and any late charges under the Services Agreement) and related charges upon notice from Aetna or the Bank of the amount of payments made by Aetna. Customer shall have two funding options:

(1) Daily Wire. The default option is Aetna's standard daily wire process. Unless Customer indicates otherwise by giving the required notice set forth in option 2 below Aetna will apply this default option and Aetna's base Service Fees reflect Aetna's charges for the default option. Under the daily wire process, Aetna will make a funding request on a daily basis each morning by providing notice to the designated Customer representative of the amount to be funded. Customer will send via ACH wire the funds requested on the day of the request using the ACH Wire Push method. Aetna shall make available an on-line "Detail at Time of Wire" report (which is only available under this Daily Wire option), accessible by desk top tool, to allow Customer to audit Pharmacy, Medical, Dental and FSA funding requests. The Detail at Time of Wire tool will provide the necessary and appropriate detail to allow Customer to validate Pharmacy, Medical, Dental and FSA claims that have been processed, including date of service, claim identifier, personal identifier of Plan Participant and plan type. Additionally, upon no less than 48 hours prior written notice to Aetna and for no more than five days per plan year, Customer may elect to fund claims on the next succeeding business day rather than the same day. There is an additional fee for delayed funding as set forth in the Service and Fee Schedule.

(2) Weekly Wire. Upon no less than 60 days advance written notice to Aetna, Customer may instead elect to use Aetna's weekly wire process. An additional fee is required for the weekly wire option, as reflected in the Service and Fee Schedule. Under the weekly wire process, Aetna will make a funding request once per week on Thursday morning by providing notice to the designated Customer representative of the amount to be funded. Customer shall send via ACH wire the funds requested on the day of the request. Additionally, upon written notice to Aetna and for no more than five days per plan year, Customer may elect to fund claims on the next succeeding business day rather than the same day. There is an additional fee for delayed funding as set forth in the Service and Fee Schedule.

Under either the daily wire or weekly wire option, Aetna will also issue a monthly reconciliation invoice after the close of each month, and amounts reflected on such invoices must be funded by ACH wire by the end of business on Thursday of the week in which the invoice is received by Customer, provided such invoice is delivered no later than Thursday morning together with the daily wire invoice for that day.

As used herein "Plan benefits" means payments under the Plan, excluding any copayments, coinsurance or deductibles required by the Plan.

Aetna is not obligated to act on outstanding benefit checks unless directed to do so by Customer. Aetna reserves the right to place stop payments on all outstanding benefit checks (i.e., checks which have not been presented for payment) on the sooner of:

- (A) one (1) year following the date Aetna completes its runoff processing obligations; or
- (B) five (5) days following Customer's failure to provide requested funds or pay Service Fees due in accordance with Section 7(C).

Late Payment Charges

Any late fees associated with Customer's funding obligations shall be paid by Customer 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 Customer'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 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. Note: Additional fee for next day funding (no more than five days per plan year) is outlined in Section 8 above.

9. CUSTOMER'S RESPONSIBILITIES

- (A) **Eligibility** - Customer shall supply Aetna in writing or by electronic medium acceptable to Aetna with all information regarding the eligibility of Plan Participants including but not limited to the identification of any Sponsored Dependents defined in Customer's Summary Plan Description (SPD) and shall notify Aetna by the tenth day of the month following any changes in Plan participation. Customer agrees that retroactive terminations of Plan Participants shall not exceed 30 days and that Aetna has no financial responsibility for any benefit payments owed under the Plan. Aetna has no responsibility for determining whether an individual meets the definition of a Sponsored Dependent. Aetna shall not be responsible in any manner, including but not limited to, any obligations set forth in Section 13 below, for any delay or error caused by the Customer's failure to furnish accurate eligibility information. Customer represents that it has informed its Plan Participants through enrollment forms executed by Customer's Plan Participants, or in another manner which satisfies applicable law, that confidential information relating to their benefit claims may be disclosed to third parties in connection with plan administration.
- (B) **Initial SPD Review** - Customer shall provide Aetna with all Plan documents at least thirty (30) days prior to the Effective Date or such other date mutually agreed upon by the parties. Customer agrees that it will provide Aetna with a copy of its SPD, so that Aetna may reconcile any potential differences that may exist among the SPD, the description of Plan benefits in Appendix I and Aetna's internal policies and procedures. Aetna does NOT review Customer's SPD for compliance with applicable law. Customer also agrees that it is responsible for satisfying any and all Plan reporting and disclosure requirements imposed by law, including updating the SPD to reflect any changes in benefits.
- (C) **Notice of Benefit Change** - Customer shall notify Aetna in writing of any changes in Plan documents or Plan benefits at least thirty (30) days prior to the effective date of such changes. Aetna shall have thirty (30) days following receipt of such notice to inform Customer of whether it will administer such proposed changes. Appendix I hereto shall be deemed to be automatically modified to reflect such proposed changes if Aetna either agrees to administer the changes as proposed or fails to object to such changes within thirty (30) days of receipt of the foregoing notice. The description of Plan benefits in Appendix I may otherwise be amended only by mutual written agreement of the parties. Aetna may charge additional fees relating to any increase in cost to administer the description of Plan benefits in Appendix I and otherwise revise this Services Agreement, including, without limitation, the financial terms set forth in the Service and Fee Schedule or the Performance Guarantees set forth in Appendix II because of changes which Aetna agrees to administer.
- (D) **Employee Notices** - Customer agrees to furnish each employee covered by the Plan written notice, satisfactory to Aetna, that Customer has complete financial liability for the payment of Plan benefits. To the extent authorized under Texas law, Customer agrees to indemnify Aetna and hold Aetna harmless against any and all loss, damage and expense (including reasonable attorneys' fees) sustained by Aetna as a result of any failure by Customer to give such notice.

- (E) **Miscellaneous** - Customer shall immediately provide Aetna with such information regarding administration of the Plan as Aetna may request from time to time. Aetna is entitled to rely on the information most recently supplied by Customer in connection with Aetna's Services and its other obligations under the Services Agreement. Aetna shall not be responsible for any delay or error caused by Customer's failure to furnish correct information in a timely manner. Aetna is not responsible for responding to Plan Participant requests for copies of Plan documents.

10. RECORDS

Customer acknowledges and agrees that Aetna or its affiliates or authorized agents shall have the right to use all documents, records, reports, and data, including data recorded in Aetna's data processing systems ("Documentation"), subject to compliance with privacy laws and regulations, including without limitation regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996. All Documentation is stored in Aetna's data warehouses, and may be de-identified as to Plan Participants and Customer identity for purposes other than administration of Customer's claims, at Aetna's discretion. Customer is not compensated for any use of de-identified Documentation maintained in Aetna's data warehouse.

Upon reasonable prior written request, and subject to the provisions of Sections 11 and 12, and as permitted by applicable law, the Plan-related benefit payment information contained in the Documentation shall be made available to Customer or to a third party designated by Customer (1) in electronic format, where practicable, consistent with Aetna's security standards; (2) in person for inspection during regular business hours at the place or places of business where it is maintained by Aetna; or (3) by hardcopy delivered to Customer for a charge of \$0.10 per page plus postage and handling, provided that the hardcopy option shall be available only for a reasonably sized request and only consistent with Aetna's security standards. All reasonable requests for electronic information that are consistent with Aetna's standard format and practices will be provided to Customer free of cost. Aetna shall advise Customer in advance if Customer has made a request for electronic information that is outside of the foregoing parameters, in which event Customer shall reimburse Aetna for any reasonable incremental personnel costs Aetna incurs to fulfill the request. Such Plan-related benefit payment Documentation will be kept by Aetna for seven (7) years after the year in which a claim is adjudicated, unless Aetna turns such Documentation over to Customer or a designee of Customer. In the event return or destruction is infeasible, Aetna shall extend protections required by HIPAA.

11. CONFIDENTIALITY

- (A) **Business Confidential Information** - Each party acknowledges that performance of the Services Agreement may involve access to and disclosure of Customer and Aetna identifiable business proprietary data, rates, procedures, materials, lists, systems and information of the other (collectively "Business Confidential Information"). No Business Confidential Information shall be disclosed to any third party other than a party's representatives who have a need to know such Information in relation to administration of the Plan, and provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Information must be maintained in strict confidence. Customer agrees that Aetna may make lawful references to Customer in its marketing activities and in informing health care providers as to the organizations and plans for which Services are to be provided.

- (B) Aetna Confidential Information** – Any information with respect to Aetna's or any of its affiliate's fees or specific rates of payment to health care providers and any information which may allow determination of such fees or rates and any of the terms and provisions of the health care providers' agreements with Aetna or its affiliates are deemed to be Aetna Confidential Information. No disclosure of any such information may be made or permitted to Customer or to any third party whatsoever, including, but not limited to, any broker, consultant, auditor, reviewer, administrator or agent unless (i) Aetna has consented in writing to such disclosure and (ii) each such recipient has executed a confidentiality agreement in form satisfactory to Aetna's counsel.
- (C) Plan Participant Confidential Information** - In addition, each party will maintain the confidentiality of medical records and confidential Plan Participant-identifiable patient information ("Plan Participant Confidential Information"), and in accordance with the terms of the Business Associate Agreement attached as Appendix III to this Services Agreement.
- (D) Upon Termination** - Upon termination of the Services Agreement, each party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to applicable law, to the extent such Confidential Information cannot be disaggregated from Aetna's databases, or except as otherwise provided under the Business Associate Addendum attached as Appendix III provided, however, that Aetna may retain copies of any such Confidential Information it deems necessary for the defense of litigation concerning the Services it provided under the Services Agreement and for use in the processing of runoff claims for Plan benefits, in accordance with the terms of Section 7(D) of this Master Services Agreement.
- (E)** Customer and Aetna acknowledge that compliance with the provisions of the foregoing paragraphs are necessary to protect the business and good will of each party and its affiliates and that any actual or potential breach will irreparably cause damage to each party or its affiliates for which money damages may not be adequate. Customer and Aetna therefore agree that if a party or party's representatives breach or attempt to breach paragraphs (A) through (D) hereof, the other party will not oppose such party's request for temporary, preliminary and permanent equitable relief, without bond, to restrain such breaches, together with any and all other legal and equitable remedies available under applicable law or under the Services Agreement. The prevailing party shall be entitled to recover from the non-prevailing party the attorneys' fees and costs it expends in any action related to such breach or attempted breach.
- (F)** To the extent, if any, that any provision in the Services 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 Customer, 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 Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, 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 Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas. In the event Customer receives a request for any Aetna Business Confidential Information or Plan Participant Confidential Information pursuant to the Public Information Act, Customer shall make best efforts to provide Aetna timely notice of the request so that Aetna may take such action as permitted by law, at Aetna's cost, to seek protection for such information.

12. AUDIT RIGHTS

Customer or its duly authorized representatives shall, until the expiration of two (2) years after termination or expiration of the Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records, which are directly pertinent to the Plan and the Services for the purposes of making audits, examinations, excerpts and transcriptions. The costs of audit(s) reasonable in scope are included in Service Fees and there shall be no other costs for such audits. In the event Customer requests an audit that either (i) cannot be completed within a five (5) day period on Aetna's premises or (ii) containing a sample size in excess of 250 claim transactions, Customer shall reimburse Aetna for any reasonable incremental personnel costs Aetna incurs to fulfill the audit beyond such standard parameters. Customer would, under no circumstances, be charged for Aetna's costs of responding to follow-up inquiries, so long as such inquiries do not involve further on-site audit work. Customer 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. Customer shall give reasonable advance notice of intended audits.

In the ordinary course, audits of claim transactions will be conducted no more often than once per year and within two years following the period being audited. In the event such audits identify systemic or recurring issues that Customer wishes to investigate for prior periods, the parties will cooperate to conduct such investigations as Customer may reasonably request and Aetna's records for prior periods shall be freely available for such purposes. Audits of performance guarantees must be commenced in the year following the period to which the performance guarantee results apply.

Aetna shall provide a Post Implementation Audit. The Post Implementation Audit **will be at the expense** of Aetna. If Aetna does not have a 95% procedural accuracy as a result of the Post Implementation Audit, Aetna **will incur the cost of a focused claims audit at the end of year one**. Both of these audits will be conducted by Aetna personnel. Should Customer elect to use a third party firm to conduct either or both of the audits, Aetna will provide an allowance of \$7500 for payment of the third party vendor (s) fees. If some or all of the \$7500 allowance is not used for these audit purposes, Customer may use the allowance for other external costs incurred for plan related purposes.

Upon request, Aetna shall provide Customer with a copy of the most recent SSAE 16 SOC 1 (type II) report, or successor report.

13. RECOVERY OF OVERPAYMENTS

The parties will cooperate fully to make reasonable efforts to recover overpayments of Plan benefits. If it is determined that any payment has been made by Aetna to or on behalf of an ineligible person or if it is determined that more than the appropriate amount has been paid, Aetna shall undertake good faith efforts to recover the erroneous payment. For the purpose of this provision, "good faith efforts" constitute Aetna's outreach to the responsible party via letter, phone, email or other means to attempt to recover the payment at issue. If those efforts are unsuccessful in obtaining recovery, Aetna may use an outside vendor, collection agency or attorney to pursue recovery unless the Customer directs otherwise. With respect to contracted providers, Aetna may withhold the applicable overpayment amount from subsequent payments to the provider to the extent permitted by law, contract, and system capabilities. Except as stated in this section, Aetna has no other obligation with respect to the recovery of overpayments.

Overpayment recoveries made through third party recovery vendors, collection agencies, or attorneys are credited to Customer net of reasonable fees charged by Aetna or those entities. Aetna will be responsible for the cost of any collections that arise from a violation of the standard of care set forth in Section 4 of this Services Agreement.

Overpayments must be determined by direct proof of specific claims. Indirect or inferential methods of proof – such as statistical sampling, extrapolation of error rate to the population, etc. – may not be used to determine overpayments. In addition, application of software or other review processes that analyze claims in a manner different from the claim determination and payment procedures and standards used by Aetna may not be used to determine overpayments.

Customer may not seek collection, or use a third party to seek collection, of benefit payments or overpayments from contracted providers, since all such recoveries are subject to the terms and provisions of the providers' proprietary contracts with Aetna. For the purpose of determining whether a provider has or has not been overpaid, Customer agrees that the rates paid to contracting providers for covered services shall be governed by Aetna's contracts with those providers, and shall be effective upon the loading of those contract rates into Aetna's systems, but no later than three (3) months after the effective date of the providers' contracts.

Customer may not seek collection, or use a third party to seek collection, of benefit payments or overpayments from parties other than contracted providers described above, until Aetna has had a reasonable opportunity to recover the overpayments. Aetna must confirm all overpayments before collection by a third party may commence. Customer may be charged for additional Aetna expenses incurred in overpayment confirmation.

14. INDEMNIFICATION

- (A)** Aetna shall indemnify and hold harmless Customer, its directors, officers, and employees (acting in the course of their employment, but not as Plan Participants) for that portion of any third party loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees but excluding payment of plan benefits) caused solely and directly by Aetna's willful misconduct, criminal conduct, breach of the Services Agreement, fraud, breach of fiduciary responsibility, or failure to comply with Section 4 above, related to or arising out of the Services provided under the Services Agreement.
- (B)** Except as provided in (A) above and limited only to the extent authorized under Texas law, Customer shall indemnify and hold harmless Aetna, its affiliates and their respective directors, officers, and employees for that portion of any third party loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees): (i) which was caused solely and directly by Customer's willful misconduct, criminal conduct, breach of the Services Agreement, fraud, breach of fiduciary responsibility, or failure to comply with Section 4 above, related to or arising out of the Services Agreement or Customer's role as employer or Plan sponsor; (ii) resulting from taxes, assessments and penalties incurred by Aetna by reason of Plan benefit payments made or Services performed hereunder, and any interest thereon, provided that Customer shall not be required to pay any net income, franchise or other tax, however designated, based upon or measured by Aetna's net income, receipts, capital or net worth; (iii) in connection with the release or transfer of Plan Participant-identifiable information to Customer or a third party designated by Customer, or the use or further disclosure of such information by Customer or such third party; or (iv) resulting from the inclusion of third party vendor information on identification cards.

- (C) The party seeking indemnification under (A) or (B) above must notify the indemnifying party within 20 days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.

The indemnifying party may then take steps to be joined as a party to such proceeding, and the party seeking indemnification shall not oppose any such joinder. Whether or not such joinder takes place, the indemnifying party shall provide the defense with respect to claims to which this Section applies and in doing so shall have the right to control the defense and settlement with respect to such claims.

The party seeking indemnification may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, provided that in doing so it shall be deemed to have waived its right to indemnification, except in cases where the indemnifying party has declined to defend against the claim.

- (D) Customer and Aetna agree that: (i) Aetna does not render medical services or treatments to Plan Participants; (ii) neither Customer nor Aetna is responsible for the health care that is delivered by contracting health care providers; (iii) health care providers are solely responsible for the health care they deliver to Plan Participants; (iv) health care providers are not the agents or employees of Customer or Aetna; and (v) the indemnification obligations of (A) or (B) above do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of health care providers with respect to Plan Participants.
- (E) The indemnification obligations under (A) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by (i) any act undertaken by Aetna at the direction of Customer, (ii) any failure, refusal, or omission to act, directed by the Customer (other than services described in the Services Agreement), or, (iii) with respect to intellectual property infringement, Customer's modification of the Services or materials delivered therewith, use of Services or materials delivered therewith for purposes not contemplated by the Services Agreement, other than as directed by Aetna or after the Services Agreement has terminated or expired, combination of the Services or materials delivered therewith with services, materials or processes not provided by Aetna where the combination is the basis for the claim of infringement, or failure to promptly notify Aetna of a claim and such failure increases Aetna's costs or expenses or otherwise compromises its ability to defend Customer hereunder. For purposes of the exclusions in this paragraph, the term "Customer" includes any person or entity acting on Customer's behalf or at Customer's direction. The indemnification obligations under (B) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by any act undertaken by Customer at the direction of Aetna, or by any failure, refusal, or omission to act, directed by the Aetna.
- (F) The indemnification obligations under this Section 14 shall terminate upon the expiration of this Services Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within two (2) years thereafter.
- (G) Aetna acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Aetna.

15. DEFENSE OF CLAIM LITIGATION

In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits, the party designated in this document as the fiduciary which rendered the decision in the appeal last exercised by the Plan Participant which is being appealed to the court ("appropriate named fiduciary") shall undertake the defense of such action at its expense and settle such action when in its reasonable judgment it appears expedient to do so. If the other party is also named as a party to such action, the appropriate named fiduciary will defend the other party PROVIDED the action relates solely and directly to actions or failure to act by the appropriate named fiduciary and there is no conflict of interest between the parties. Customer agrees to pay the amount of Plan benefits included in any judgment or settlement in such action. The other party shall not be liable for any other part of such judgment or settlement, including but not limited to legal expenses and punitive damages, except to the extent provided in Section 14 Indemnification of the Master Services Agreement. Notwithstanding anything to the contrary in the Defense of Litigation clause above, in any multi-claim provider litigation, (including arbitration), disputing reimbursement for benefits for more than one Plan Sponsor, Customer authorizes Aetna to defend and reasonably settle Customer's benefit claims in such litigation.

16. REMEDIES

Other than in an action between the parties for third party indemnification, neither party shall be liable to the other for any consequential, incidental or punitive damages whatsoever.

17. DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, the parties shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to the Services Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of the Services Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under the Services Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Services Agreement.

Except as may be expressly required by law, the parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to the Services Agreement or a breach thereof shall be decided by any arbitration proceeding.

18. NON-AETNA NETWORKS

If Aetna is requested by Customer to arrange for network services to be provided for Plan Participants in a geographic area where Aetna does not have a network of providers under contract to provide those services, Aetna must attempt to contract with another network of non-contracted providers ("non-Aetna networks") to provide the requested services. With respect to the services provided by providers who are not under contract to Aetna or any of its subsidiaries ("non-Aetna providers"), Customer acknowledges and agrees that, any other provisions of the Services Agreement notwithstanding:

- Aetna does not credential, monitor or oversee the providers or the administrative procedures or practices of any non-Aetna networks;
- Although Aetna will attempt to obtain all available discounts, no particular discounts may, in fact, be provided or made available by any particular providers;
- Such providers may not necessarily be available, accessible or convenient;
- Any performance guarantees appearing in the Services Agreement shall not apply to services delivered by non-Aetna providers or networks;
- Neither non-Aetna providers nor non-Aetna networks are to be considered contractors or subcontractors of Aetna; and
- Such providers are providers in private practice, are neither agents nor employees of Aetna, and are solely responsible for the health care services they deliver.

Customer further agrees that, if Aetna subsequently establishes its own contracted provider network in a geographic area where services are being provided by a non-Aetna network, Aetna may terminate the non-Aetna network contract, and begin providing services through a network that is subject to the terms and provisions of the Services Agreement. Customer acknowledges that such conversion may cause disruption, including the possibility that a particular provider in a non-Aetna network may not be included in the replacement network.

19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In accordance with the services being provided under the Services Agreement, Aetna will have access to, create and/or receive certain Protected Health Information ("PHI as defined in Appendix III), thus necessitating a written agreement that meets the applicable requirements of the privacy and security rules promulgated by the Federal Department of Health and Human Services ("HHS"). Customer and Aetna mutually agree to satisfy the foregoing regulatory requirements through Appendix III to the Services Agreement.

As of the effective dates set forth therein, the provisions of Appendix III supersede any other provision of the Services Agreement, which may be in conflict with such Appendix on or after the applicable effective date.

20. GENERAL

- (A) Relationship of the Parties** - It is understood and agreed that Aetna is an agent with respect to claim payments and an independent contractor with respect to all other Services being performed pursuant to the Services Agreement.
- (B) Subcontractors** - The work to be performed by Aetna under the Services Agreement may, at its discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate or under a contract with an organization of its choosing provided such subsidiary or affiliate is acceptable to Customer. Aetna will remain liable for Services under the Services Agreement.

(C) Advancement of Funds - If, in the normal course of business under the Services Agreement, Aetna, or any other financial organization with which Aetna has a working arrangement, chooses to advance any funds, Customer shall reimburse Aetna or such other financial organization for such payment. In no event shall such advances by Aetna or any another financial organization be construed as obligating Aetna or such organization to make further advances, or to assume liability of Customer for the payment of Plan benefits.

(D) Communications - With respect to any communication, action, decision or determination which is to be taken or made by a party under the Services Agreement, such party's representatives may take such action or make such decision or determination or shall notify the other party in writing of an individual responsible for and capable of taking such action, decision or determination on behalf of such party and shall forward any communications and documentation to such individual for response or action.

Neither party shall be bound by any notice, direction, requisition or request unless and until it shall have been received in writing at (i) in the case of Aetna, 151 Farmington Avenue, Hartford, Connecticut 06156, Attention: Plan Sponsor Services Site Manager, Aetna, (ii) in the case of the Customer, at the address shown below, or (iii) at such other address as either party specifies for the purposes of the Services Agreement by notice in writing addressed to the other party. Notices or communications shall be sent by mail, facsimile transmission or other means of communication.

Address: **301 S.E. Inner Loop, Suite 108**
Georgetown, TX 78626

(E) Force Majeure - Neither party shall be liable for any failure to meet any of the obligations or provide any of the services, obligations or benefits specified or required under the Services Agreement including performance guarantees, where such failure to perform is due to any contingency beyond the reasonable control of such party, its employees, officers or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by Aetna, its employees, officers or directors; acts of God; terrorism, pandemic, fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any Court, whether valid or invalid. Notwithstanding the foregoing, if Customer fails to respond to a request for benefit funding under Section 8, Aetna may, upon ten Business Days' notice to Customer, cease processing benefit payment requests and suspend other Services until the requested funds have been provided. Aetna may also terminate the Services Agreement immediately upon transmission of notice to Customer if Customer continues to fail to provide the requested funds for a total of 30 calendar days following the initial request.

(F) Health Care Reform - The Patient Protection and Affordable Care Act of 2010 contains provisions that may have a material effect on Customer's benefit Plans. Many of these provisions are subject to further clarification through rulemaking which has not been completed, and may be modified by subsequent legislative or judicial action. Customer is advised to seek its own legal counsel concerning the effect of the Act on Customer's Plans. Aetna reserves the right to modify its products, services, rates and fees, in response to legislation, regulation or requests of government authorities resulting in material changes to plan benefits and to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

- (G) Severability** - If any provision of the Services Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Services Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of the Services Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of the Services Agreement and be deemed to be validated and enforceable.
- (H) Venue and Governing Law** - Each party to the Services Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with the Services Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that the Services Agreement is governed by the laws of the United States, the Services Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- (I) Successors and Assigns; Assignment** - The Services Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to the Services Agreement may assign or transfer its interest in or obligations under the Services Agreement without the prior written consent of all parties to the Services Agreement.
- (J) Compliance with Laws** - Each party to the Services 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 the Services Agreement, including, without limitation, salary and wage statutes and regulations, licensing laws and regulations. When required, Aetna shall furnish the Customer with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- (K) No Waiver of Immunities** - Nothing in the Services Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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.
- (L) Non-Appropriation and Fiscal Funding.** The obligations of the parties under the Services Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate the Services Agreement at the end of any Customer fiscal year (September 30th) if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- (M) Miscellaneous** - No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right. There are no intended third party beneficiaries of the Services Agreement. This Section and Sections 3 through 13 and 15 through 17 shall survive termination of the Services Agreement. The provisions of Section 14 shall survive termination only to the extent stated therein. The headings in the Services Agreement are for reference only and shall not affect the interpretation or construction of the Services Agreement. All references herein to a "day" shall mean a calendar day.

(N)Entire Agreement - The Services Agreement (including incorporated attachments) represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. The Services Agreement may be amended only by written instrument signed by each party to the Services Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CUSTOMER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE SERVICES AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. No modification or amendment of this Services Agreement on behalf of Aetna shall be valid unless in writing signed by a duly authorized representative of Aetna. By executing this Services Agreement, the parties acknowledge and agree that it has reviewed all terms and conditions incorporated into this Services Agreement and intends to be legally bound by the same. The parties incorporate the recitals (set forth in Section 1 of this Master Services Agreement) into this Services Agreement as representations of fact to each other.

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed by their duly authorized representatives as of the day and year first written herein.

CUSTOMER

WILLIAMSON COUNTY

By: _____

Name: Dan A. Gattis

Title: Williamson County Judge

Date: _____

AETNA LIFE INSURANCE COMPANY on behalf of itself and its affiliates and subsidiaries:

By: 

Michael S. Copeck

Assistant Vice President and Actuary

Date: May 15, 2014

Financial Verification


Brian Donohue, Medical Director - Underwriting

**SELF FUNDED MEDICAL PLAN
STATEMENT OF AVAILABLE SERVICES - MEDICAL PRODUCTS
EFFECTIVE November 1, 2014
MASTER SERVICES AGREEMENT No. MSA-866349**

Subject to the terms and conditions of the Services Agreement, the Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to Section 6 of the Master Services Agreement) will be provided by Aetna. Additional Services may be provided at Customer's written request under the terms of the Services Agreement. This Statement of Available Services shall supersede any previous SAS or other document describing the Services.

I. Excluded and/or Superseded Provisions of Master Services Agreement:

- Section 9 (A) Eligibility of the Master Services Agreement is excluded and replaced by Section VI of this Statement of Available Services.

II. Claim Fiduciary

Customer has two claim fiduciary options. The default is Option 1 set forth below. Unless otherwise indicated, Aetna shall provide Option 1. The PEPM Service Fees set forth in the Service and Fee Schedule include the fee for Option 1. Customer may instead elect Option 6 as set forth below by giving Aetna at least 30 days advance written notice prior to the Effective Date. Upon implementation of Option 6, the PEPM Service Fees will be reduced by the amount set forth in the Service and Fee Schedule.

The two fiduciary options are as follows:

1. Fiduciary Option 1 (Default). Customer and Aetna agree that with respect to applicable state law, Aetna will be the "appropriate named fiduciary" of the Plan for the purpose of reviewing denied claims under the Plan. Customer understands that the performance of fiduciary duties under state law necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, Customer hereby delegates to Aetna discretionary authority to determine entitlement to benefits under the applicable Plan documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. It is also agreed that, as between Customer and Aetna, Aetna's decision on any claim is final and that Aetna has no other fiduciary responsibility.

2. Fiduciary Option 6 (Alternative Available on 30 Days Advance Written Notice). Customer and Aetna agree that with respect to applicable state law, Aetna will be the "appropriate named fiduciary" of the Plan for the first level of appeal for purpose of reviewing denied claims under the Plan. Customer understands that the performance of fiduciary duties under applicable state law necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, Customer hereby delegates to Aetna discretionary authority to determine entitlement to benefits under the applicable Plan. If the denial is upheld in the first level of appeal, then Aetna will inform the Participant of his right to appeal to the Customer. Customer shall be the "appropriate named fiduciary" of the Plan for the second level of appeal.

III. Administration Services:

A. Member and Claim Services:

1. Requests for Plan benefit payments for claims shall be made to Aetna on forms or other appropriate means approved by Aetna. Such forms (or other appropriate means) may include a consent to the release of medical, claims, and administrative records and information to Aetna. Aetna will process and pay the claims for Plan benefits incurred on or after the Effective Date using Aetna's normal claim determination, payment and audit procedures and applicable cost control standards in a manner consistent with the terms of the Plan and the Services Agreement. With respect to any Plan Participant who makes a request for Plan benefits which is denied on behalf of Customer, Aetna will notify said Plan Participant of the denial and of said Plan Participant's right of review of the denial in accordance with ERISA. Any reference to "Plan benefit payments" will also include capitation payments, provider fees and other amounts paid to providers, but does not include co-payments or coinsurance amounts paid by Plan Participants nor Service Fees.
2. Whenever it is determined that benefits and related charges are payable under the Plan, Aetna will issue a payment of such benefits and related charges on behalf of Customer. Funding of Plan benefits and related charges shall be made as provided in Section 8 of the Master Services Agreement.
3. Where the Plan contains a coordination of benefits clause or antiduplication clause, Aetna will administer all claims consistent with such provisions and any information concurrently in its possession as to duplicate or primary coverage. Aetna shall have no obligation to recover sums owed to the Plan by virtue of the Plan's rights to coordinate where the claim was incurred prior to the Effective Date. Aetna has no obligation to bring actions based on subrogation or lien rights, unless Subrogation Services are included herein, in which event its obligations are governed by Article VI of this Statement of Available Services.

B. Plan Sponsor Services:

1. Aetna will assign an Account Executive to Customer's account. The Account Executive will be available to assist Customer in connection with the general administration of the Services, ongoing communications with Customer and assistance in claims administration and record-keeping systems for Customer's ongoing operation of the Plan.
2. Upon request by Customer and consent by Aetna, Aetna will implement changes in claims administration consistent with Customer's modifications of its Plan. A charge may be assessed for implementing such changes. Customer's administration Services Fees, as set forth in the Service and Fee Schedule, will be revised if the foregoing amendments or modifications increase Aetna's costs.

3. Aetna will provide the following reports to Customer for no additional charge:

Monthly/Quarterly/Annual Accounting Reports - Aetna shall prepare and provide the following accounting reports in excel format or other format that is acceptable to Customer and in accordance with the benefit-account structure for use by Customer in the financial management and administrative control of the Plan benefits:

- (a) a monthly listing of funds requested and received for payment of Plan benefits;
- (b) a monthly reconciliation of funds requested to claims paid within the benefit-account structure;
- (c) a monthly listing of paid benefits;
- (d) online access to monthly, quarterly and annual standard claim analysis reports;
- (e) a monthly report that reconciles cleared transactions with the claims invoiced to the Customer for the month reported, including any outstanding transactions; and
- (f) an annual lag report as of September 30th each year that reports any liabilities that were incurred in the Customer's then current fiscal year (Customer's Fiscal Year is October 1st to September 30th) but that will not be paid during the Customer's then current fiscal year.

Any additional reporting formats and the price for any such reports shall be mutually agreed upon by Customer and Aetna.

- 4. Aetna shall develop and install all agreed upon administrative and record keeping systems, including the production of employee identification cards.
- 5. Aetna shall design and install a benefit-account structure separately by class of employees, division, subsidiary, associated company, or other classification desired by Customer.
- 6. Aetna shall provide plan design and underwriting services in connection with benefit revisions, additions of new benefits and extensions of coverage to new Plan Participants.
- 7. Aetna shall provide cost estimates and actuarial advice for benefit revisions, new benefits and extensions of coverage being considered by Customer.
- 8. Upon request of Customer, Aetna will provide Customer with information reasonably available to Aetna which is reasonably necessary for Customer to prepare reports for the United States Internal Revenue Service and Department of Labor.

9. Aetna will provide assistance in connection with the initial set up, design and preparation of Customer's Plan and if requested, and at Customer's expense, the preparation of draft Summaries of Benefits and Coverage (SBCs) subject to the direction, review and approval by Customer. Customer shall have the final and sole authority regarding the benefits and provisions of the self-insured portion of the Plan, as outlined in Customer's Plan document. Customer acknowledges its responsibility to review and approve all Plan documents and SBCs and revisions thereto and to consult with Customer's legal counsel, at its discretion, in connection with said review and approval. Aetna shall have no responsibility or liability for the content of any of Customer's Plan documents or SBCs, regardless of the role Aetna may have played in the preparation of such documents.
- 10(a). Upon request of Customer, Aetna shall prepare an Aetna standard Plan description, including benefit revisions, additions of new benefits, and extension of coverage under the Plan. If the Customer elects to have an Aetna non-standard Plan description, Aetna will provide a custom Plan description with all costs borne by Customer; or
- 10(b). Upon request of Customer, Aetna will review Customer-prepared employee Plan descriptions, subject to the Customer's final and sole authority regarding benefits and provisions in the self-insured portion of the Plan.

If Customer requires both preparation (a) and review (b), there may be an additional charge.
11. Upon request by Customer, Aetna will arrange for the printing of Plan descriptions, with all costs borne by Customer.
12. Upon request by Customer, Aetna will arrange for the custom printing of forms and identification cards, with all costs borne by Customer.

IV. Aetna Health Connectionssm Services:

1. Utilization Management Inpatient and Outpatient Precertification:

Inpatient Precertification: A process for collecting information prior to an inpatient confinement. The precertification process permits eligibility verification/confirmation, initial determination of coverage, and communication with the physician and/or Plan Participant in advance of the provision of the procedure, service or supply at issue. Precertification also allows Aetna to identify Plan Participants for pre-service discharge planning and to identify and register Plan Participants for specialized programs such as Case Management and Disease Management.

- **Outpatient Precertification:** A process for reviewing selected ambulatory procedures, surgeries, diagnostic tests, home health care and durable medical equipment. The goals of this process are:
 - Assessment of the level and quality of the services provided;
 - Determination of the coverage of the proposed treatment;
 - Identification of care and treatment alternatives, when appropriate; and
 - Identification of Plan Participants for referral to specialized programs.

2. Utilization Management Concurrent Review:

- Concurrent review encompasses those aspects of patient management that take place during the provision of services at an inpatient level of care or during an ongoing outpatient course of treatment.
- Inpatient concurrent review is conducted telephonically or on-site at the facility where care is delivered.
- The concurrent review process includes:
 - Obtaining necessary information from practitioners and providers regarding the care being provided to Plan Participants;
 - Assessing the clinical condition of Plan Participants and the ongoing provision of medical services and treatments to determine benefit coverage;
 - Notifying practitioners and providers of coverage determinations in the appropriate manner and within the appropriate timeframe;
 - Identifying continuing care needs early in the inpatient stay to facilitate discharge to the appropriate setting; and
 - Identifying Plan Participants for referral to covered specialty programs such as Case Management, Behavioral Health and Disease Management.

3. Utilization Management Discharge Planning:

This is an interdisciplinary process that assists Plan Participants as their medical condition changes and they transition from the inpatient setting. Discharge planning may be initiated at any stage of the Patient Management process. Assessment of potential discharge planning needs begins at the time of notification, and coordination of discharge plans commences upon identification of post discharge needs during precertification or concurrent review. This program may include evaluation of alternate care settings and identification of care needed after discharge. The goal is to provide continuing quality of care and to avoid delay in discharge due to lack of outpatient support.

4. Utilization Management Retrospective Review:

Retrospective review is the process of reviewing coverage requests for initial certification after the service has been provided or when the Plan Participant is no longer in-patient or receiving the service. Retrospective review includes making coverage determinations for the appropriate level of service consistent with the Plan Participant's needs at the time the service was provided after confirming eligibility and the availability of benefits within the Plan Participant's benefit plan.

5. Case Management Program:

The Aetna Case Management program is a collaborative process of assessment, planning, facilitation and advocacy for options and services to meet an individual's health needs through communication and available resources to promote quality, cost-effective outcomes.

Those Plan Participants with diagnoses and clinical situations for which a specialized nurse, working with the Plan Participant and their physician, can make an impact to the course or outcome of care and/or reduce medical costs will be accepted into the program at Aetna's discretion. Case management staff strives to enhance the Plan Participant's quality of life, support continuity of care, facilitate provision of services in the appropriate setting and manage cost and resource allocation to promote quality, cost-effective outcomes. Case Managers collaborate with the Plan Participant, family, caregiver, physician and healthcare provider community to coordinate care, with a focus on closing gaps in the Plan Participant's care and maximizing quality outcomes.

Aetna operates two types of case management programs:

- Complex Case Management targets Plan Participants who have already experienced a health event and are likely to have care and benefit coordination needs after the event. The objective for Case Managers is to identify care or benefit coordination needs which lead to faster or more favorable clinical outcomes and/or reduced medical costs.
- Proactive Case Management targets Plan Participants, from Aetna's perspective, who are misusing, over-using or under-utilizing the health care system, leading them towards avoidable and costly health events. This program's objective is to confirm gaps in Plan Participants' care leading to their over-use, misuse, or under-use, and to work with the Plan Participant and their physician to close those gaps.

6. Infertility Case Management:

Aetna operates two types of infertility programs:

- Basic Infertility Program coordinates covered diagnostic services and treatment of the underlying medical causes of infertility, helps Plan Participants understand complex infertility treatments and helps control treatment costs through care coordination and patient education.
- Infertility Case Management Program provides education and information resources for Plan Participants who are experiencing infertility. Depending on the plan selected, the program may guide eligible Plan Participants to a select network of infertility providers for covered or non-covered services. If the services are covered, Aetna's Infertility Management Unit issues any appropriate authorizations required under the Plan.

7. National Medical Excellence Program®/Institutes of Excellence™/Institutes of Quality®:

The National Medical Excellence Program was created to help arrange for access to effective care for Plan Participants with particularly difficult conditions requiring transplants or complex cardiac, neurosurgical or other procedures, when the needed care is not available in a Plan Participant's service area. The program utilizes a national network of experienced providers and facilities selected based on their volume of cases and clinical outcomes. The National Medical Excellence Program Unit provides specialized Case Management through the use of nurse case managers, each with procedure and/or disease-specific training.

The Aetna Institutes of Excellence (IOE) transplant network was established to enhance quality standards and lower the cost of transplant care for Plan Participants. It is made up of a select group of hospitals and transplant centers that meet quality standards for the number of transplants performed and their outcomes, as well as access criteria for Plan Participants. IOE facilities have agreed to specific contractual terms and conditions and are selected and recognized by transplant type. The following criteria are applied to each facility prior to being selected for the IOE network:

- Quality – enhanced organ-specific credentialing and quality standards;
- Access – the national availability of, and need for, transplant facilities on a transplant-specific basis. Need is assessed relative to the distribution of membership and relative incidence of transplant types;
- Cost – provider contracts reflect lower negotiated rates.

The Aetna Institutes of Quality (IOQ) are a national network of health care facilities that are designated based on measures of clinical performance, access and efficiency for bariatric surgery. Bariatric surgery, also known as weight loss surgery, refers to various surgical procedures to treat people living with morbid, or extreme, obesity.

Facilities selected for the network met the following criteria:

- Have significant experience in bariatric surgery, including a minimum of 125 procedures in the most recent calendar year - aligns with nationally recognized organizations.
- Have evidence-based and recognized standards for clinical outcomes, processes of care and patient safety.
- Provide ongoing follow-up programs and support for their bariatric surgery patients.
- Adhere to Aetna's standards for Participant access to the facility and Aetna participating providers.
- Demonstrate efficiency in providing care based on overall cost of care, readmission rates and comprehensiveness of program.

8. MedQuerysm:

The MedQuery program is a data-mining initiative, aimed at turning Aetna's data into information that physicians can use to improve clinical quality and patient safety. Through the program, Aetna's data is analyzed and the resulting information gives physicians access to a broader view of the Plan Participant's clinical profile. The data which fuels this program includes claim history, current medical claims, pharmacy, physician encounter reports, and patient demographics. Data is mined on a weekly basis and compared with evidence-based treatment recommendations to find possible errors, gaps, omissions (meaning, for example, that a certain accepted treatment regimens may be absent) or commissions in care (meaning, for example, drug-to-drug or drug-to disease interactions). When MedQuery identifies a Plan Participant whose data indicates that there may be an opportunity to improve care, outreach is made to the treating physician based on the apparent urgency of the situation. For customers who have elected the buy-up of MedQuery with Member Messaging feature, in certain situations outreach will be made directly to the Plan Participant by MedQuery, requesting that the Plan Participant discuss with their physician, specific opportunities to improve their care.

When available information reveals lack of compliance with a clinical risk, condition, or demographic-related recommendation for preventive care, a Preventive Care Consideration ("PCC") is generated. The PCC is a preventive/wellness alert sent to the Plan Participant electronically via the Plan Participant's Personal Health Record. Paper copies of a PCC, delivered via U.S. Mail, are also available as a buy up option.

9. Aetna Health Connectionssm Disease Management:

Aetna Health Connections is Aetna's new approach to medical management, and is a critical component of Aetna's ongoing commitment to assisting to improve care for Plan Participants. Most traditional medical management programs focus only on the 20% of Plan Participants who are typically in poor health and represent the majority of medical costs. Aetna Health Connections will continue to identify those Plan Participants at highest risks of deteriorating health, but also expands its focus and programs to include well Plan Participants. Regardless of their health status, Plan Participants will find that Aetna offers programs or web-based tools to help them become more informed health consumers, more aware of their own health status, and more engaged in taking action to improve or maintain their health.

Aetna Health Connections Disease Management is an enhancement to Aetna's medical/disease management spectrum and will target Plan Participants at risk for high cost who have actionable gaps in care, engage the Plan Participants at the appropriate level, and assist the Plan Participant to close gaps in care in order to avoid complications, improve clinical outcomes and demonstrate medical cost savings.

While traditional disease management is focused on delivering education to Plan Participants about a specific chronic condition, Aetna Health Connections focuses on the entire person with specific interventions driven by the CareEngine® System, a patented, analytical technology platform that continuously compares individual patient information against widely accepted evidence-based best medical practices in order to identify gaps in care, medical errors and quality issues.

10. Beginning Right® Maternity Program:

Through an intensive focus on prevention, early treatment and education, the Beginning Right Maternity Program provides women with the tools to help improve pregnancy outcomes and control maternity-care costs through a variety of services including: risk identification, care coordination by obstetrical nurses and board certified OB/GYNs and Plan Participant support.

11. Informed Health® Line:

Informed Health Line (IHL) provides Plan Participants with a toll-free 24-hour/7 day health telephonic access to registered nurses experienced in providing information on a variety of health topics. The nurses can contribute to informed health care decision-making and optimal patient/provider relationships through coaching and support. The nurses cannot diagnose, prescribe treatment or give medical advice, but they can provide Plan Participants with information on a broad spectrum of health issues, including: self-care, prevention, chronic conditions and complex medical situations. Plan Participants can also access the Audio Health Library, a recorded collection of more than 2,000 health topics, available in English and Spanish. Plan Participants can register on Aetna Navigator®, Aetna's member and consumer website, and access Healthwise Knowledgebase, another valuable resource of information on thousands of health topics.

The range of available service components are purchased according to the following categories:

- A. Nurseline 1-800# Only:** This includes toll-free telephone access to the Informed Health Line Nurseline.
- B. Service Plus:** This includes the following components:
 - 1. Toll-free telephone access to the Informed Health Line Nurseline.
 - 2. Introductory program announcement letter.
 - 3. Reminder postcards mailed directly to Plan Participants' homes through the year.
 - 4. Semi-annual Activity Utilization Report.
- C. Optional Service Features:** These features may be purchased in conjunction with the "Service Plus" package and include:
 - 1. Additional introductory kit including Informed Health handbook, flyer with attached wallet cards and refrigerator magnet.
 - 2. Annual Plan Participant survey and Comprehensive Results Report which reflects outcomes, Plan Participant satisfaction and savings results.

12. Wellness Counseling:

This service provides personalized decision support, educational materials, and targeted nurse outreach coaching Plan Participants to a healthier lifestyle through behavioral modification, education, and facilitation of the most effective utilization of Plan Participants benefits. Additionally, action plans may be developed and reviewed with Plan Participants, as appropriate. Plan Participants are identified for participation in wellness counseling through completion of the Simple Steps To A Healthier Life® health risk assessment.

13. Healthy Body. Healthy Weight™:

This service is a voluntary, one-year program for eligible Plan Participants who access the program by taking the Web-based Simple Steps To A Healthier Life health assessment. Plan Participants are categorized as low, intermediate or high-risk. The frequency and intensity of program interactions are determined based on the Plan Participants' risk stratification and health status.

All program Plan Participants receive an initial call from an Aetna registered nurse/nutritionist who will:

- Provide information on nutrition, healthy menus and exercise.
- Review available health information resources.
- Provide motivational tools, including a pedometer and discounts to a participating community-based weight loss program.
- Identify opportunities for referral to other Aetna programs (e.g. disease management, case management, behavioral health).
- Place a follow-up call to review the Plan Participant's progress and offer support.
- Based on their individual risk factors and health status, Plan Participants may also receive:
 - Ongoing telephone outreach from and access to a weight loss therapist, to include a nutritional and "readiness-to-change" assessment.
 - Additional motivational tools to encourage participation.
 - Regular follow-up at 3-, 6-, and 9-month intervals to monitor weight loss, medication compliance (if applicable) and adherence to recommended exercise programs.

14. Healthy Insights Member Newsletter:

Healthy Insights is a 16-page newsletter that provides information to Plan Participants about Aetna's products, services and resources. It is the vehicle chosen to deliver many of Aetna's NCQA-required notices to its membership.

15. Preventive (Health and Wellness) Mailings:

To support Aetna's customers' ongoing health and wellness strategies, Aetna sends reminders to HMO-based Plan Participants by mail and electronically at certain ages and stages of their lives. These reminders, which are sent at no cost to Customer, make Plan Participants aware of important regular health screenings and other preventive services. They also assist Aetna with meeting regulatory and accreditation requirements. They include:

- Adolescent Immunization Reminder
- Childhood Immunization Reminder
- Preventive Reminder for Influenza and Pneumococcal Vaccines and Colorectal Cancer Screening
- Hypertension and Cholesterol Management Reminders
- Women's Health Recommended Preventive Care Guidelines (for women ages 18-39)
- Women's Health Recommended Preventive Care Guidelines (for women ages 40+)

In addition, Aetna will offer the following optional Health and Wellness mailings to customers:

- Women's Health Recommended Preventive Care Guidelines (for women ages 18-39 and women ages 40+). (Available to customers with PPO-based plans.)
- "How to Talk to Your Doctor" booklet (in English and Spanish). (Available to HMO and PPO customers.)

16. Onsite Health Screening Services:

Aetna's Onsite Health Screening Services help employers engage and educate their employees about wellness at the workplace. These offerings provide turnkey solutions to support employers' overall wellness strategies, increase consumerism and promote informed-decision making. Offerings include:

- Onsite Health Screenings (blood pressure, diabetes, cholesterol, BMI, biometric screening tests, etc.)
- Onsite Workshops: education on specific health conditions and diseases (cardiovascular disease, diabetes, cancer screening, etc.)
- Special Awareness Campaigns: health campaigns that can be customized to meet customer needs
- Worksite Educational Resources: turnkey educational programs that focus on Women's Health, Men's Health and Children's Health.

Aetna may contract with nationally recognized vendors to administer Onsite Health Screening Services, and such vendors may be subject to change.

17. Simple Steps To A Healthier Life®:

Aetna has developed an internet-based comprehensive management information resource, known as “Simple Steps To A Healthier Life” (the “Life Program”) and located at www.aetna.com, to be hosted by Aetna and designed for the eligible employees and dependents of subscribing employers (the “Users”). The Life Program is an online service that offers advice relating to disease prevention, condition education, behavior modification and health promotion programs that may contribute to the health and productivity of employees. The Life Program allows Users to create a health assessment profile that generates personalized health reports. Upon completion of the health assessment, Users also have access to an action plan with links to personalized online wellness programs (offered through HealthMedia, Inc.)

Refer to Appendix IV for features and system requirements for use of this service.

18. Personal Health Record:

Personal Health Record (PHR) is a collection of personal health information about an individual Plan Participant that is stored electronically. The PHR is designed so that the Plan Participant can maintain his or her own comprehensive health record. In a PHR developed by a health plan, health information is commonly derived from claims data collected during plan administration activities. Health information may be supplemented with information entered by the health plan Participant.

Aetna offers the Aetna **CareEngine®-Powered PHR** (for Customers who have elected this buy-up option). The CareEngine-Powered PHR combines the basic functions of a PHR with a personalized, proactive, evidence-based messaging platform. As above, it's pre-populated with health information from Aetna's claims system. Members can also input personal health information themselves. An online health assessment is available to facilitate the self-reporting process. The Aetna CareEngine-Powered PHR also offers:

- Personalized messaging and alerts based on medical claims, pharmacy claims, and demographic information, and lab reports.
- Original condition-specific content developed and reviewed by doctors from the Harvard Medical School and the Aetna IntelliHealth editorial team.
- Aetna's personalized, interactive health and wellness program, Simple Steps To A Healthier Life.
- Informed Care Decisions, an online decision support tool that provides treatment information for more than 40 diseases and conditions.

Aetna offers a PHR program called Health Trackers Incentive that may include an incentive to encourage Plan Participants to enter their personal information and create a more complete picture of their health. This incentive will be paid out on a quarterly basis; the amount of the incentive is determined by the Customer.

19. Focused Psychiatric Review (FPR):

A program which provides phone-based utilization review of inpatient behavioral health admissions (mental health and chemical dependency) intended to contain confinements to appropriate lengths, assess medical necessity and appropriateness of care, and control costs. This program includes a precertification process which collects information prior to an inpatient confinement, determination of the coverage of the proposed treatment, assessment of the level of services provided, as well as concurrent review which monitors a Plan Participant's progress after a patient is admitted.

20. Managed Behavioral Health:

A set of services that includes both inpatient and outpatient care management.

- Inpatient Care Management provides phone-based utilization review of inpatient behavioral health (mental health and chemical dependency) admissions intended to contain confinements to appropriate lengths, assure medical necessity and appropriateness of care, and control costs. Inpatient Care Management provides precertification, concurrent review and discharge planning of inpatient behavioral health admissions. These services also include identification of Plan Participants for referral to specialized programs such as Behavioral Health Disease Management programs, Intensive Case Management or Medical Psychiatric Case Management.
- Outpatient Care Management includes precertification on a limited number of selected services. Where precertification is required, the request for services is reviewed against a set of criteria established by clinical experts and administered by trained staff, in order to determine coverage of the proposed treatment. Where precertification is not required, cases are identified for Outpatient Case Management through the application of clinical algorithms.

21. Intensive Case Management (Behavioral Health):

This program is designed for Plan Participants who have complex behavioral health (mental health and chemical dependency) conditions that require a specialized approach in order for care to be effective in relieving symptoms and improving the quality of their lives. Intensive Case Management is a process of identifying these high risk persons, assessing opportunities to coordinate care among multiple providers, identifying opportunities to improve treatment compliance, and facilitating coordination among support groups and supportive family members. These activities are designed to improve the individual Plan Participant's clinical condition and lower readmission rates.

22. Medical Psychiatric Case Management:

The Medical Psychiatric Case Management program (“Med Psych”) is designed to help Plan Participants who have simultaneous medical and behavioral health conditions. As one condition may affect the successful treatment of the other, the need for care coordination between Medical Management nurses and Behavioral Health case managers is high. Plan Participants enrolled in this program are identified through the efforts of Aetna medical and behavioral health case/disease managers who screen for co-morbid conditions. Additionally, enrollees can be identified through Aetna’s predictive models and clinical algorithms. The Med Psych case managers provide service coordination with medical case managers as well as follow-up support for the Plan Participant.

23. Depression Disease Management:

This program facilitates the application of evidence-based treatment intervention and enhances the cost-effective use of pharmacy benefits to maximize responses to antidepressant medication. The program consists of the following components: self-assessment for depression and co-morbid disorders; online services related to depression and its treatment; decision-support tools; and case management telephonic outreach and coordination with pharmacy, primary care physicians and behavioral health professionals to assist with access to services as well as enhanced compliance.

24. Anxiety Disease Management:

This program facilitates the application of evidence-based treatment interventions and enhances the cost-effective use of pharmacy benefits to maximize management of, and recovery from, the symptoms of anxiety disorders. Plan Participants are identified for this program using claims data and referrals, and are then screened by a behavioral health professional to determine appropriate intervention. For those Plan Participants identified with chronic anxiety diagnoses and/or medical diagnoses with associated anxiety, case management may be deemed appropriate.

25. Alcohol Disease Management:

A program with variability to assist in meeting the needs of the Plan Participant who has been identified as early in the course of the disease, as the more chronic alcoholic, or an individual with another psychiatric disorder such as depression. As appropriate, clinicians with expertise in alcohol treatment reach out to the Plan Participant to provide support and education using case management and relapse prevention strategies. There can be collaboration with behavioral health providers, the primary care physician or family members and facilitated linkages for services.

26. Enhanced Clinical Review:

The radiology program is to promote the most appropriate and effective use of outpatient diagnostic imaging services and procedures. Aetna will maintain broad and national or regional access and experience interacting with free-standing radiology and/or outpatient network facilities which include the following services: Computed Tomography/Coronary Computed Tomography Angiograph (CT/CTA), Magnetic Resonance Tomography, Magnetic Resonance Angiography (MRIs/MRAs), Nuclear Medicine and Positron Emission Tomography (PET) and/or PET/CT Fusion, Stress Echocardiography (Stress Echo), and Diagnostic Cardiac Catheterization, Sleep Studies and Cardiac Rhythm Implantable procedures (Pacemakers, Implantable Cardioverter-Defibrillators, and Cardiac Resynchronization Therapy). The Enhanced Clinical Review program will be administered by Aetna vendors through a clinical prior authorization process. This program should result in the following benefits:

- Immediate reductions in current high tech radiology spending for unnecessary or inappropriate services.
- Utilization management for clinically appropriate and cost-effective use of diagnostic imaging services and procedures.
- Improved services, quality and customer satisfaction.

Vendors can assist physicians or their staff in finding the most cost-effective, quality radiology and/or outpatient facility closest to the managed Plan Participant's home. Aetna will maintain oversight on vendors operations and ensure procedures are consistent with company policies and procedures and meet with the accreditation standards of NCQA and URAC.

27. Flexible Medical Model

This program provides the Customer with the option to purchase more clinical resources devoted specifically to their Plan Participant. The Flex Model provides a Single Point of Contact Nurse (SPOC Nurse) and designated team to handle all case management activities for three levels of Flex Model Options, as elected. Aetna will engage in outbound Plan Participant outreach calls to provide case management support based on specific criteria.

For Customers who elect Flex Option 1 only

Includes a designated team to provide centralized case management services for all case management activities (i.e., Case Management referrals, PULSE_assessment and High Dollar Claims)

*Single Point of Contact Nurse designated for the Customer, with appropriate backup.

*If the Plan Participant is engaged with a case manager, the Nurse Case Managers will assess the Plan Participant's health care needs and provide information that will help meet their specific needs. To accomplish this, the Case Managers:

- Assess the Plan Participant's preparedness for admission.
- Evaluate the potential for discharge planning needs.
- Provide guidance on how to avoid post-surgery complications, using pain medications as prescribed, following their treatment plan, and contacting their physician early if they have questions about the course of their recovery

*Some customization to the CM trigger list, such as High Dollar claims reviewed at a lower threshold.

For Customers who elect Flex Option 2: Includes Option 1 elements plus:

*Pre admission and Post Discharge calls for all diagnoses/conditions except maternity and behavioral health

*Outreach to Plan Participants based on PULSE assessment who have scores of 10 or greater or 1 or more action flags.

For Customers who elect Flex Option 3: Includes Option 2 elements plus:

*Additional outreach options as determined by the Customer. Customers can choose 2 from the list below:

- Frequent Emergency Room Visits
- Informed Health Line call backs
- Pharmacy Non-Compliance (Aetna pharmacy data or imported pharmacy data required)
- Multiple Visits to Multiple Providers
- Outpatient Cancer Program

28. Aetna Compassionate Caresm Program (“ACCP”)

The Aetna Compassionate Care program provides additional support to terminally ill Plan Participants and their families. It removes barriers to hospice and provides more choices for end-of-life care, so that Plan Participants are able to spend their time with family and friends outside a hospital setting

Aetna Compassionate Care Website www.aetnacompassionatecareprogram.com is available to all Aetna customers as part of our standard medical plan offering. It provides:

- Information on the dying process, the grieving process, hospice and palliative care support
- Information about decisions to be made, a checklist of important documents to compile, plus printable Advanced Directives and Living Will forms for several states
- Tips for beginning a discussion with loved ones about end-of-life wishes

ACCP Enhanced Hospice Benefits Package

The enhanced hospice benefits package includes the following:

- The option for a Plan Participant to continue to seek curative care while in hospice
- The ability to enroll in a hospice program with a 12-month terminal prognosis
- The elimination of the current hospice day and dollar maximum plan limits
- Respite and bereavement services are now included as part of the new enhanced hospice benefits. The hospice services provided through a hospice regularly include these services and are coordinated by the hospice agency providing care and the Aetna nurse case manager precertifying care for the Plan Participant. In addition, bereavement services are also available through the Aetna Employee Assistance Program (“EAP”) for Customers without an EAP vendor.

Bereavement counseling shall be available both to Plan Participants upon loss of a loved one and to family and caregivers of a Plan Participant enrolled in ACCP following the death of such Plan Participant.

29. Dedicated Units, Designated Units and Care Advocate Teams

These services were created to help coordinate care, support and resources for Plan Participants under one Care Unit.

- Aetna's Dedicated Unit provides centralized care management services for pre-certification, utilization management and Case Management.
- Aetna's Designated Unit is a unit team that provides centralized care management services for pre-certification, utilization management, and Case Management for a specific set of Customers, and
- Aetna's Care Advocate Team has customized workflows based on Customer needs, vendor integration, specialized outreach, and program integration. The Care Advocate Team will:
 - Help the Plan Participant understand their doctor's diagnosis and treatment plan
 - Coordinate care across all Aetna programs to allow the Plan Participant to get what they need from Aetna,
 - Help the Plan Participant decide what questions to ask the doctor or health care provider,
 - Introduce the Plan Participant to a disability specialist if they need to file a disability claim
 - Support the Plan Participant throughout their treatment and recovery by making follow-up calls and helping them get the support they need, and
 - Suggest other Aetna health and wellness programs that can help.

30. Aetna Health Connections Get Active! SM Program

Aetna Health Connections Get Active! is an evidence-based employee health and wellness program that focuses on bringing employees together on teams to pursue healthy lifestyles. The program takes the form of a company-wide, multi-week exercise, walking, and weight loss competition that promotes friendly competition, group support, and camaraderie in the workplace. The site also allows for personal challenges (exercise, sports, nutrition, smoking cessation, relaxation, etc.), ability to find activity partners, form health-related interest groups (e.g. healthy cooking club, lunch-time walking group), and share fitness plans with colleagues.

The competition can be paired with an on-going tracking program, which gives employers up to 3 formal challenges and allows employees to maintain the fitness tracking momentum, count their calories and track food consumption throughout the year.

Aetna Health Connections Get Active! will deliver or make available the following products or services:

- Marketing materials include: posters, flyers, emails and a marketing plan to help you promote the program to your employees. Employees will receive weekly communications and reminders to report their progress.
- Electronic versions of marketing materials (posters, flyers, emails) for distribution to employees.

- Maintenance of the Get Active website such that participants can register for and participate in the program, send peer-to-peer invitations and messages, access their personal website pages, set personal goals, track and report their progress, and view team standings.
- Access for administrators to view aggregate statistics about employee participation and success in the program.
- Welcome kits, which will include a welcome letter, pedometer and competition logbook, for registered team members, before the start of each competition (optional purchase).
- Free one-time replacement of lost or broken pedometers for all employees at any time during the competition, upon direct request.
- Toll-free phone line and e-mail technical support for all participants.
- Aggregate data reports for the purposes of analyzing the success of participants.
- Weekly electronic newsletters that will contain both updates about the competition and useful health tips and information for employees.

31. Aetna Benefits Advisor

Aetna Benefits Advisor (ABA) is an interactive, online decision support tool designed to assist employees in making their benefits elections during open enrollment. A virtual host ("David") asks prospective enrollees questions relevant to the type of coverage the enrollee may wish to buy (regarding health care needs, lifestyle, financial status, etc.) and makes plan recommendations based on those responses and Customer's benefit options. The ABA tool is available to Customers as a Buy-up and is comprised of the following optional Aetna product modules: Medical, Dental, HSA / FSA Guidance, Life (includes Basic/Supplemental/AD&D/Spouse/Child), Disability (includes STD/LTD), Vision (when integrated with medical coverage), Aetna Pharmacy Management, Personal Health Record (PHR), Aetna EAP. Customer will have use of ABA throughout Customer's open enrollment period, and during the plan year as well for new hires or others eligible to make benefit changes during the year.

For an additional fee, Customer can purchase the "Important Messages" segment. This includes on-screen text complemented by up to 90 words of "David's" recorded audio to support key messages developed by Customer (e.g. Customer wishing to highlight a wellness initiative for the coming year might purchase this multimedia custom message buy-up.)

32. Healthy Lifestyle Coaching Tobacco Free:

The Healthy Lifestyle Coaching Tobacco Free program provides support to employees and dependents (18 and older) who want to stop using Tobacco, regardless if they are enrolled in an Aetna medical plan. Participants can enroll in the program by calling a toll-free phone number. The program also includes outreach to participant's homes. Outreach is based on identification through Simple Steps health assessment and claims data. Participants choose the coaching support method that meets their needs, and may switch between them:

- One-on-one coach support, provided by an experienced health coach who is 100 percent tobacco certified. Coaches will be determined based on the participant's individual needs. For example, the health coach may be a health educator, nutritionist or registered dietician.
- Group coaching support – Led by a health coach and offered in an online/"live-meeting" type of environment for a group of 15 participants with similar focus/goals. These goals may include:
 - Eliminating tobacco usage.
 - Achieving overall health goals.
 - Making positive lifestyle changes.
 - Reducing health risk factors.
 - Reducing stress.

Additionally, participants can receive peer-to-peer support through our clinically moderated online communities. Each community or online network has a different health focus. Participants may join one, or many, depending on their interests.

33. Healthy Lifestyle Coaching:

The Healthy Coaching Lifestyle program provides online educational materials, web-based tools and telephonic coaching interventions with a primary health coach that utilizes incentives and rewards to encourage engagement and continued program participation. The program is designed to help Plan Participants quit smoking, manage their weight, deal more effectively with stress and learn about proper nutrition and physical fitness.

34. Member Health Engagement Plan ("MHEP"):

The MHEP offering aims to help Plan Participants better identify health opportunities and take action to improve their health and wellness. Customers must have MedQuery®, Personal Health Record, Simple Steps to a Healthier Life® health assessment and online wellness programs to feed all critical MHEP Plan Participant touch points.

MHEP features include:

- An enhanced “Alerts & Reminders” tab within the PHR, renamed to “My Health Activities”. This “to-do” list includes personalized tasks unique to each Plan Participant’s health status and needs (each task will provide a link to the activity mentioned):
 - Complete your health assessment
 - Complete your HealthMedia® online programs (wellness and/or disease management)
 - Track your health metrics in your PHR
 - Acknowledge/review your Care Considerations
- A Progress Bar added to the “My Health Activities” page, which visually shows the percentage of completed “to-do” list tasks. The Progress Bar is updated when evidence of action is collected from lab data, pharmacy claim data, medical claims data, or self-reported data.

Additional incentives supported by a more robust “My Health Activities” page. This option allows Customers to incent on more valuable and specific activities that drive healthier behaviors (for example, getting preventive exams/screenings and specific diagnostic work, preventing adverse drug interactions and managing conditions).

35. Mind-Body Stress Reduction Programs:

Available to Plan Participants and other eligible employees as determined by Customer not otherwise covered under Products provided under this Services Agreement (“Employee”). Aetna’s Mind-Body Stress Reduction programs are evidence-based mind-body solutions that target Employees with stress. Our two solutions, Mindfulness at Work™ and Viniyoga™ Stress Reduction.

1. Mindfulness at Work (in coordination with eMindful Inc.):

Teaches evidence-based stress management skills, including mindfulness awareness, breathing techniques and emotions management. Employee participants are required to have online access to participate.

Customer can choose between the following options:

- a 12-week class only. This option includes only the 12-week course and can be offered to all Employees or only those with high and chronic stress (based on pre-intervention measures).
- A monthly class only. This option features 12 consecutive monthly classes covering similar materials and curriculums as the 12-week class. This program can be offered to a Customer’s full Employee population regardless of stress levels.
- A combined weekly and monthly offering. This option includes both the full 12-week course for Employees with high and chronic stress levels (based on pre-intervention measures) and a monthly program (12-month total) for those with moderate to low stress levels. There are pre-set measurement thresholds for determining stress levels and appropriate course assignments.
- All three options above can be offered in a single Customer dedicated or public class setting.

Program includes:

- Facilitation by a highly trained instructor
- Delivery in real time in a virtual classroom
- Online registration process
- Online purchase of headsets (if needed, not included in program cost)
- Online pre and post-intervention measurements (stress, productivity, pain and sleep)
- Program communications – all program communications with Employees except for “initial announcement” of program. Aetna will provide samples to Customer which may then be sent to Employees.

2. Viniyoga Stress Reduction (in coordination with American Viniyoga Institute):

Teaches tools for managing stress through Viniyoga postures (breath combined with movement), breathing techniques, guided relaxation and mental techniques. Helps reduce stress, relieve muscle tension and headaches, improves sleep and more.

Program features include:

- 12-week onsite class for one-hour per week
- Taught by highly trained, certified Viniyoga teachers and yoga therapists
- Adapted for individuals with structural and other health conditions
- Requires an onsite facility that can accommodate 25-30 people
- Employees can participate in business casual attire

36. Aetna Concierge:

Aetna Concierge is a level of customer service that provides a dedicated team of Aetna Concierges to support the delivery of high-touch, tailored service for Customers. Beyond the normal high-level of customer service Aetna provides, the dedicated Aetna Concierges will obtain Customer-specific training in order to serve as a single point of contact across the full-spectrum of plan and benefit offerings available to Plan Participants. Aetna Concierges also receive additional training emphasizing consultative soft-skills that support a more personalized approach when providing service to Plan Participants. The dedicated team provided by Aetna Concierge is staffed with more customer service representatives than Aetna's traditional Customer Service Model, without call handle time guidelines, thereby allowing for longer, more relevant Plan Participant interactions. Aetna Concierges use their skills and training to listen for opportunities to educate and empower Plan Participants by sharing key insights, providing useful information, and offering guidance through the use of Aetna tools and resources so that Plan Participants become more informed health care consumers. The dedicated Aetna Concierge team serves as a single point of contact across the full-spectrum of available benefits and programs offered by a Customer, even if they are external to Aetna. The Aetna Concierge teams are trained on Customer-specific offerings so that they can facilitate person to person transfers of Plan Participants to external vendors and benefit carriers, creating a simplified Plan Participant experience and reducing the fragmentation that accompanies multiple benefit programs with multiple benefit carriers and vendors.

Additionally, there is an added emphasis on adult learning and motivational interviewing to drive positive behavior modifications that will support improved health care consumerism as it relates to the Customer-specific benefits and population health goals and strategies. This training is delivered within the context of Customer-specific cultural training to ensure a tailored, personalized Plan Participant experience. Because Aetna Concierge provides a dedicated team, individual Aetna Concierges will serve as an extension of the Customer benefits team, and as an available single point of contact for Plan Participants via a dedicated, toll-free 800-number, as well as via live web chat through Aetna Navigator®.

37. Aetna FitnessSM Reimbursement Program:

The Aetna FitnessSM Reimbursement Program (the "Program"), powered by GlobalFit®, is available to Plan Participants and other eligible employees as determined by Customer not otherwise covered under Products provided under this Services Agreement ("Employee"). The Program provides reporting and reimbursement for fitness expenses, which may include:

- Fitness club/gym dues, regardless of whether the fitness club/gym is in the GlobalFit network
- Group exercise class fees for classes led by certified instructors
- Fitness equipment purchases
- Personal training
- Weight management and nutrition counseling sessions

Employees who are Program subscribers submit eligible receipts for reimbursement to GlobalFit, through fax or a link from Aetna Navigator®. GlobalFit confirms eligibility, provides quarterly reports to Customer and performs member reimbursement (if applicable). Reimbursement payments are provided quarterly, up to the yearly maximum reimbursement limit as determined by Customer.

V. Network Access Services:

- A. Aetna shall provide Plan Participants with access to Aetna's network hospitals, physicians and other health care providers ("Network Providers") who have agreed to provide services at agreed upon rates and are participating in the Plan covering the Plan Participants. Aetna shall also make available to Plan Participants the same credentialing of Network Providers and quality assurance services carried out by the applicable HMO for its insured business.
- B. When a claim is submitted for services incurred after the Effective Date, covered by the Plan, and performed by a Network Provider, Aetna will issue a payment on behalf of Customer for those services in an amount determined in accordance with the Aetna contract with the Network Provider and the Plan benefits. In addition to standard fee-for-service rates, these contracted rates with Network Providers may also be based on case rates, per diems, capitation arrangements and in some circumstances, include risk-adjustment mechanisms, quality incentives, pay-for-performance and other incentive and adjustment mechanisms. Retroactive adjustments are occasionally made to Aetna's contract rates (e.g., because the federal government does not issue cost of living data in sufficient time for an adjustment to be made on a timely basis, or because contract negotiations were not completed by the end of the prior price period or due to contract dispute settlements). In all such cases, Aetna shall adjust Customer's payments accordingly. Customer's liability for all such adjustments shall survive the termination of this Services Agreement.
- C. Aetna reserves the right to set a minimum plan benefit design structure for in-area network claims to which Customer must comply in order to participate in Aetna's Network Program.
- D. Aetna will provide Customer with physician directories in an amount up to 100% of eligible employees plus 20% of the current enrolled employees. Customer shall pay the costs of providing any additional directories which it requests.

VI. Subrogation Services:

Aetna will provide assistance to Customer for subrogation/reimbursement services, which will be delegated to an organization of Aetna's choosing in accordance with Section 20.B of the Master Services Agreement. Any reference in this section to "Aetna" shall be deemed to include a reference to its contracted representative, unless a different meaning is clearly required by the context.

Subrogation/reimbursement language must be included in the Customer's summary plan description (SPD) and the SPD must be finalized and available to Customer's employees before subrogation/reimbursement matters can be investigated and pursued. Aetna will continue to process claims during the investigation process. Aetna will not pend or deny claims for subrogation/reimbursement purposes.

Aetna or its contracted representative shall retain a percentage of any monies collected while pursuing subrogation/reimbursement recoveries. This fee includes reasonable expenses. Reasonable expenses include but are not limited to (a) collection agency fees, (b) police and fire reports, (c) asset checks, (d) locate reports and (e) attorneys' fees.

Aetna shall advise Customer if the pursuit of recovery requires initiation of formal litigation. In such event, Customer shall have the option to approve or disapprove the initiation of litigation.

Aetna will credit net recoveries to the Customer. Aetna does not adjust individual Plan Participant claims for subrogation/reimbursement recoveries.

Aetna has the exclusive discretion: (a) to decide whether to pursue potential recoveries on subrogation/reimbursement claims; (b) to determine the reasonable methods used to pursue recoveries on such claims, subject to the proviso with respect to initiation of formal litigation above; and (c) to decide whether to accept any settlement offer relating to a subrogation/reimbursement claim.

If no monies are recovered as a result of the subrogation/reimbursement pursuit, no fees or expenses incurred by Aetna for subrogation/reimbursement activities will be charged to Customer.

Notwithstanding the above, should Customer pursue, recover by settlement or otherwise, waive any subrogation/ reimbursement claim, or instruct Aetna to cease pursuit of a potential subrogation claim, Aetna will be entitled to its standard fee, which will be calculated based on the full amount of claims paid at the time Customer resolves the file or instructs Aetna to cease pursuit.

If Customer notifies Aetna of its election to terminate the Services provided by Aetna, all claims identified for potential subrogation/reimbursement recovery prior to the date notification of such election is received, including both open subrogation files and claims still under investigation, shall be handled to conclusion by Aetna and shall be governed by the terms of this provision, unless otherwise mutually agreed. Aetna will not investigate or handle subrogation/reimbursement cases or recoveries on any matters identified after Customer's termination date.

VII. Customer's Responsibilities

Eligibility – Customer shall supply Aetna in writing or by electronic medium acceptable to Aetna with all information regarding the eligibility of Plan Participants including but not limited to the identification of any Sponsored Dependents defined in Customer's Summary Plan Description and shall notify Aetna by the tenth day of the month following any changes in Plan participation. **Customer agrees that retroactive terminations of Plan Participants shall not exceed 60 days and that Aetna has no financial responsibility for any benefit payments owed under the Plan. Customer will be credited for the Plan Participant's administrative fee and for any primary capitation payments made on the Plan Participant's behalf. Additional recovery of overpayments will be made in accordance with the terms of the Services Agreement.** Aetna has no responsibility for determining whether an individual meets the definition of a Sponsored Dependent. Aetna shall not be responsible in any manner, including but not limited to, any obligations set forth in Section 13 of the Master Services Agreement, for any delay or error caused by the Customer's failure to furnish accurate eligibility information in a timely fashion. Customer represents that it has informed its Plan Participants through enrollment forms executed by Customer's Plan Participants, or in another manner which satisfies applicable law, that confidential information relating to their benefit claims may be disclosed to third parties in connection with plan administration.

VIII. Group Health Certification Services Relative to P.L. 104-191, the Health Insurance Portability and Accountability Act of 1996 and Related Regulations

Aetna will assist the Customer with the preparation and distribution of Certifications of Prior Group Health Coverage for health expense coverage which is administered under the terms of the Services Agreement. Aetna will be entitled to rely upon the information provided by the Customer in the production and distribution of such certifications.

IX. Performance Guarantees

Any Performance Guarantees applicable to Aetna's provision of Services pursuant to the Self Funded Medical Plan are shown in Appendix II of the Services Agreement.

X. Fees

The following administrative Service Fees are provided in conjunction with Aetna's Services relating to the self funded medical products offered under the Customer's self funded benefits plan. All administrative Service Fees from this SAS are summarized in the following Service and Fee Schedule.

SERVICE AND FEE SCHEDULE

The corresponding Service Fees effective for the period beginning November 1, 2014 and ending October 31, 2015 are specified below. They shall be amended for future periods, in accordance with Section 6 of the Master Services Agreement. Any reference to "Member" shall mean a Plan Participant as defined in the Master Services Agreement.

Product	Per Employee* Per Month Fee -
	*A person within classes that are specifically described in Appendix I, including employees, retirees, COBRA continues and any other persons including those of subsidiaries and affiliates of Customer who are reported, in writing, to Aetna for inclusion in the Services Agreement.

Self-Funded Medical Administrative Fee Exhibit

November 1, 2014 through October 31, 2015, Mature

Administrative Fees Per Employee Per Month	Choice POS II	Seton ACO Open Access Aetna Select
Assumed Enrollment	489	910
Total Per Employee Per Month	\$44.16	\$47.58

Our fees are based on the total number of employees enrolled in Aetna medical, pharmacy and vision products.

Please refer to the Financial Assumptions document for a detailed description of the services, terms, and conditions associated with our self-funded proposal.

We guarantee that the second-year fees will increase over the first-year mature fees by no more than 3%. We also guarantee that the third-year fees will increase over the second-year fees by no more than 3%. We also guarantee that the fourth-year fees will increase over third-year fees by no more than 4%. We also guarantee that the fifth-year fees will increase over fourth-year fees by no more than 4%.

Please note: The following fees are not included in the per-employee, per-month fees quoted above.

- * National Advantage™ Program is based on a percentage of savings achieved.
- * Subrogation Resolution service is a percentage of the recovered amount.
- * Institutes of Excellence™ transplant network is charged on a per-transplant basis.

Included Services / Programs in Above Administrative Fees	Choice POS II	Seton ACO Open Access Aetna Select
Implementation & Communications		
\$25,000 Transition Allowance (Year 1 Only)	Included	Included
\$50,000 Wellness Allowance	Included	Included

\$7,500 Post Implementation Audit Allowance (Year 1 Only)	Included	Included
Designated Implementation Manager	Included	Included
Open Enrollment Marketing Material (noncustomized)	Included	Included
Onsite Open Enrollment Meeting Preparation	Included	Included
Standard ID Cards	Included	Included
Claims and Member Services	Included	Included
24-Hour Nurse Line (Informed Health [®] Line toll-free number)	Included	Included
Integrated Voice Response	Included	Included
Plan Sponsor Liaison	Included	Included
Claim Processing and Adjudication	Included	Included
Special Investigations / Zero Tolerance Fraud Unit	Included	Included
Total Health Management		
Case Management	Included	Included
Patient Management	Included	Included
Inpatient Precertification	Included	Included
Outpatient Precertification	Included	Included
Utilization Management - Concurrent Review	Included	Included
Utilization Management - Discharge Planning	Included	Included
Utilization Management - Retrospective Review	Included	Included
Managed Behavioral Health	Included	Included
Compassionate Care Program	Included	Included
National Medical Excellence	Included	Included
Health Risk Assessment (Simple Steps To A Healthier Life [®])	Included	Included
Plan Sponsor Services		
Experienced Service Team: Executive Sponsor, Account Executive, Account Manager, Account Coordinator	Included	Included
Designated Billing, Eligibility and Plan Set Up	Included	Included
SPD Review and Drafting	Included	Included
Administrative Services		
Claim Fiduciary - Option 1 (Aetna fiduciary for both levels of appeals)	Included	Included
External Review	Included	Included
Claim Fiduciary—Alternative Option 6 (Aetna fiduciary only for level 1 appeals)	Included Decrement of (\$1.15)	Included Decrement of (\$1.15)
Network		
Network Access / Full National Reciprocity	Included	Included
Online Directories (DocFind)	Included	Included
Paper Provider Directories (Doc Find)	Included	Included
Web Tools		
Aetna Navigator [®] - Member Self Service Web Portal	Included	Included
Web-Chat Technology - Virtual Assistant Ann	Included	Included
Health Improvement Decision Support Tools	Included	Included
Surgery Decision Support (Welvie) – Online Program Only	Included	Included
Aetna IntelliHealth [®]	Included	Included
Reporting		
5 Hours of Ad Hoc Reports, Annual Restoration	Included	Included
Quarterly Utilization Reports - Aetna Informatics Level A	Included	Included

Quarterly Utilization Reports - Aetna Informatics Level B Monthly Financial Claim Detail Reports Claim Funding	Included Included	Included Included
Standard Daily Wire Process Additional fee for weekly wire Additional fee for one additional day beyond normal due date	Included Additional \$0.34 \$250	Included Additional \$0.34 \$250
Other Aetna Vision SM Discount Program Aetna Fitness SM Discount Health Club Program Aetna Natural Products and Services SM Program	Included Included Included	Included Included Included
Claim Wire Billing Enhanced Clinical Review	Charged through the claim wire. Not included in the PEPM fees above.	
Optional Buy-Up Services / Programs	Choice POS II	Seton ACO Open Access Aetna Select
HIPAA Certificates	\$0.29	\$0.29
Patient Safety (MedQuery [®])	\$1.80	\$1.80
Disease Management (Aetna Health Connections SM) ¹	\$2.40	\$2.40
Designated Disease Management ²	\$0.52	\$0.52
Teladoc ⁶	\$0.95	\$0.95
Medical Psychiatric High Risk Case Management Program	\$0.31	\$0.31
Member Messaging (Standard) ³	\$0.20	\$0.20
Member Messaging (Expanded - All Members)	\$0.20	\$0.20
Preventive Care Considerations (Electronic) ⁴	\$0.00	\$0.00
Preventive Care Considerations (Paper)	\$0.20	\$0.20
Personal Health Record (PHR) ¹	\$0.50	\$0.50
Simple Steps Incentive Reporting	\$0.10	\$0.10
Lifestyle Management (Healthy Lifestyle Coaching)	\$2.20	\$2.20
Lifestyle Management (Healthy Lifestyle Coaching) - Lite	\$0.72	\$0.72
Lifestyle Management (Healthy Lifestyle Coaching) - Healthy Weight	\$1.03	\$1.03
Lifestyle Management (Healthy Lifestyle Coaching) - Tobacco Free	\$1.15	\$1.15
Maternity Management (Beginning Right [®])	\$0.65	\$0.65
Behavioral Health Disease Management (Depression, Alcohol, Anxiety)	\$0.76	\$0.76
Surgery Decision Support (Welvie) – Online Program with Comprehensive Engagement Plan, Incentive Administration, and Reporting	\$0.35	\$0.35
Mindfulness at Work (Cost of Program varies by Class Type)	\$0.60 - \$1.10	\$0.60 - \$1.10
Aetna Health Connections Get Active! SM (Standard)	\$0.70	\$0.70
Aetna Health Promise	\$3.50	\$3.50
Aetna Stratgic Desktop (ASD) (Per User Per Month)	\$53.00	
EOS Health (Per Participant Per month)	\$22.00	

Pharmacy Integration to Support Benefit Accumulators (Set-up)**	\$5,000.00
Pharmacy Integration to Support Benefit Accumulators (Ongoing)**	\$0.60
Pharmacy Integration to Support Aetna Health Connections (Annual Charge)	\$5,000.00
Monthly Reports to 3rd Party Stop Loss Vendor	\$4,600.00
Viniyoga Stress Reduction - 1 class (12 weeks, 25-30 students)	\$5,200

¹ MedQuery® must be purchased in conjunction with Aetna Health ConnectionsSM Disease Management and PHR

² Requires the purchase of Aetna Health ConnectionsSM Disease Management

³ Included at no additional charge with the purchase of Aetna Health ConnectionsSM Disease Management

⁴ Included at no additional charge with the purchase of Personal Health Record

⁶ Teladoc - In addition to the per employee per month fee as outlined above, there is also a \$40 per Teladoc consult that is charged through the claim wire.

*Seton Health Alliance Charge is part of Option 2 and would be applicable to subscribers in the SHA designated plan(s).

**Aetna can only integrate with the following PBM's: Medco/ESI, Catamaran and CVS/Caremark on a realtime basis. Other's would require a manual integration where additional costs would apply.

***The base PEPM fee reflects Aetna's fiduciary Option 1, meaning that Aetna serves as full appeal fiduciary for Level 1 and Level 2 appeals. Customer may alternatively elect Aetna's fiduciary Option 6, meaning that Aetna would serve as appeal fiduciary for Level 1 appeals only. If Customer were to elect Option 6, the base PEPM fee would be reduced by \$1.15.

Services applicable and included in above PEPM fees (except where indicated otherwise)	
I. <u>Administration Services</u>	Included
II. <u>Aetna Health ConnectionsSM Services</u>	
▪ Utilization Management Inpatient and Outpatient Precertification	Included
▪ Utilization Management Concurrent Review	Included
▪ Utilization Management Discharge Planning	Included
▪ Utilization Management Retrospective Review	Included
▪ Case Management Program	Included
▪ Infertility Case Management	Included
▪ National Medical Excellence/ Institutes of Excellence (with) transportation and lodging expense	Included

▪ MedQuery SM with Member Messaging	Optional – Additional Cost
▪ MedQuery SM without Member Messaging	Optional – Additional Cost
▪ Preventive Care Consideration (PCC) paper copy	Optional – Additional Cost
▪ Aetna Health Connections SM Disease Management	Optional – Additional Cost
▪ Beginning Right SM Maternity Program	Optional – Additional Cost
▪ Informed Health Line as follows Nurseline 1-800# Only	Included
▪ Wellness Counseling	Optional – Additional Cost
▪ Healthy Body, Healthy Weight	Optional – Additional Cost
▪ Healthy Insights Member Newsletter	Optional – Additional Cost
▪ Preventive Mailings	Optional – Additional Cost
▪ Onsite Health Screening Services	Optional – Additional Cost
▪ Simple Steps To A Healthier Life®	Included
▪ Simple Steps Incentive Tracking	Optional – Additional Cost
▪ Personal Health Record CareEngine®-Powered PHR PHR Health Tracker Incentive	Optional – Additional Cost
▪ Focused Psychiatric Review	Not Applicable
▪ Managed Behavioral Health	Included
▪ Intensive Case Management (Behavioral Health)	Optional – Additional Cost

▪ Medical/Psychiatric Case Management	Optional – Additional Cost
▪ Depression Disease Management	Optional – Additional Cost
▪ Anxiety Disease Management	Optional – Additional Cost
▪ Alcohol Disease Management	Optional – Additional Cost
▪ Enhanced Clinical Review	Optional – Additional Cost
▪ Flexible Medical Model Flex Option 1 Flex Option 2 Flex Option 3 Frequent ER Visits Informed Health Line Call Backs Pharmacy Non-Compliance Multiple Visits to Providers Outpatient Cancer Program	Optional – Additional Cost
▪ Aetna's Compassionate Care SM Program	Included
▪ ACCP Enhanced Hospice Benefits Package	Included
▪ Designated Team ▪ Designated Team ▪ CAT (Care Advocate Team)	Optional – Additional Cost
Aetna Health Connections Get Active! SM as follows: Shape up competition/tracking multi-week program (without) pedometer Stay in Shape Year-round Program (without) pedometer	Optional – Additional Cost
Aetna Benefits Advisor	Optional – Additional Cost

▪ Healthy Lifestyle Coaching Tobacco Free	Optional – Additional Cost
▪ Healthy Lifestyle Coaching	Optional – Additional Cost
Member Health Engagement Plan (MHEP) Progress Bar Incentive Administration	Optional – Additional Cost
Mindfulness at Work™	Optional – Additional Cost
The Aetna Fitness SM Reimbursement Program	Optional – Additional Cost
Aetna Concierge	Optional – Additional Cost

IV. <u>Aetna Subrogation Program</u>	30% of recovered amount will be retained
V. <u>Group Health Certification Services</u>	Optional – Additional Cost of \$0.29 per employee per month

VI. <u>National Advantage Program (NAP)</u>		National Advantage Access Fee:
National Advantage - Facility Charge Review (NAP-FCR)	Included	50% of Aggregate Savings – Fee will be included in Plan Benefit Funding Request from Bank
National Advantage–Itemized Bill Review (IBR)	Included	

VII. <u>Draft SBC</u>	Included at a charge of \$1,500 per draft SBC, with an annual charge not to exceed \$15,000.
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Aetna also may adjust Service Fees effective as of the date on which any of the following occurs.

- (1) If, for any product, there is a:
- 10% decrease in the number of Employees from the number assumed by Aetna below.

Total Employees	1,399
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Customer agrees that the ACO plan offering provides additional medical discounts from Seton Healthcare Family Facilities that are tied to enrollment in the ACO plan. The additional discounts reflected below are contingent on the enrollment in the ACO plan.

Customer's Percentage of Actual Enrollment in Seton ACO Plan	Seton Facility Additional Discount
65%	17%
60%	13%
55%	9%
50%	6%
40%	3%
30%	1%

Customer also agrees that the Aetna Claim target Guarantee is contingent on 65% enrollment in the Seton ACO plan. If enrollment is less than 65% in the ACO plan, the Claim Target guarantee will be revised.

- (2) Change in Plan - A material change in Plan is initiated by the Customer or by legislative action.
- (3) Change in Claim Administration - A material change in claim payment requirements or procedures, account structure, or any other change materially affecting the manner or cost of paying benefits.

Late Payment Charges

In addition to any termination rights under the Services Agreement which may apply, if the Customer fails to provide funds on a timely basis to cover Plan benefit payments as provided in Section 8 of the Master Services Agreement, and/or fails to pay Service Fees on a timely basis as provided in Section 6 of the Master Services Agreement, Aetna will assess interest as a late payment charge. Interest charges for any late payments shall be paid by Customer 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 Customer'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 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 addition, Aetna will assess a charge to recover its costs of collection including reasonable attorneys' fees.

**SELF FUNDED DENTAL PLAN
STATEMENT OF AVAILABLE SERVICES
EFFECTIVE November 1, 2014
MASTER SERVICES AGREEMENT No. MSA-866349**

Subject to the terms and conditions of the Services Agreement, the Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to Section 6 of the Master Services Agreement) will be provided by Aetna. Additional Services may be provided at Customer's written request under the terms of the Services Agreement. This Statement of Available Services ("SAS") shall supersede any previous SAS or other document describing the Services.

I. Excluded and/or Superseded Provisions of Master Services Agreement: NONE

II. Claim Fiduciary

Customer and Aetna agree that with respect to applicable state law, Aetna will be the "appropriate named fiduciary" of the Plan for the purpose of reviewing denied claims under the Plan. Customer understands that the performance of fiduciary duties under state law necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, Customer hereby delegates to Aetna discretionary authority to determine entitlement to benefits under the applicable Plan documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. It is also agreed that, as between Customer and Aetna, Aetna's decision on any claim is final and that Aetna has no other fiduciary responsibility..

III. Administration Services:

A. Member and Claim Services:

1. Requests for Plan benefit payments for claims shall be made to Aetna on forms or other appropriate means approved by Aetna. Such forms (or other appropriate means) may include a consent to the release of medical, dental, claims, and administrative records and information to Aetna. Aetna will process and pay the claims for Plan benefits incurred on or after the Effective Date using Aetna's normal claim determination, payment and audit procedures and applicable cost control standards in a manner consistent with the terms of the Plan and the Services Agreement. With respect to any Plan Participant who makes a request for Plan benefits which is denied on behalf of Customer, Aetna will notify said Plan Participant of the denial and of said Plan Participant's right of review of the denial in accordance with ERISA.
2. Whenever it is determined that benefits and related charges are payable under the Plan, Aetna will issue a payment of such benefits and related charges on behalf of Customer. Funding of Plan benefits and related charges shall be made as provided in Section 8 of the Master Services Agreement.

3. Where the Plan contains a coordination of benefits clause or antiduplication clause, Aetna will administer all claims consistent with such provisions and any information concurrently in its possession as to duplicate or primary coverage. Aetna shall have no obligation to recover sums owed to the Plan by virtue of the Plan's rights to coordinate where the claim was incurred prior to the Effective Date. Aetna has no obligation to bring actions based on subrogation or lien rights.

B. Plan Sponsor Services:

1. Aetna will assign an Account Executive to Customer's account. The Account Executive will be available to assist Customer in connection with the general administration of the Services, ongoing communications with Customer and assistance in claims administration and record-keeping systems for Customer's ongoing operation of the Plan.
2. Upon request by Customer and consent by Aetna, Aetna will implement changes in claims administration consistent with Customer's modifications of its Plan. A charge may be assessed for implementing such changes. Customer's administration Services Fees, as set forth in the Service and Fee Schedule, will be revised if the foregoing amendments or modifications increase Aetna's costs.
3. Aetna will provide the following reports to Customer for no additional charge:
 - (a) Monthly/Quarterly/Annual Accounting Reports - Aetna shall prepare and provide the following accounting reports in excel format or other format that is acceptable to Customer and accordance with the benefit-account structure for use by Customer in the financial management and administrative control of the Plan benefits:
 - (i) a monthly listing of funds requested and received for payment of Plan benefits;
 - (ii) a monthly reconciliation of funds requested to claims paid within the benefit-account structure;
 - (iii) a monthly or quarterly or annual listing of paid benefits;
 - (iv) quarterly or annual standard claim analysis reports;
 - (v) a monthly report that reconciles cleared transactions with the claims invoiced to the Customer for the month reported, including any outstanding transactions; and
 - (vi) an annual lag report as of September 30th each year that reports any liabilities that were incurred in the Customer's then current fiscal year (Customer's Fiscal Year is October 1st to September 30th) but that will not be paid during the Customer's then current fiscal year.

(b) Annual Accounting Reports - Aetna shall prepare standard annual accounting reports for each major benefit line under the Plan for the Services Agreement Period that include the following:

- (i) forecast of claim costs;
- (ii) accounting of experience; and
- (iii) calculation of Customer reserve.

Any additional reporting formats and the price for any such reports shall be mutually agreed upon by Customer and Aetna.

4. Aetna shall develop and install all agreed upon administrative and record keeping systems, including the production of employee identification cards.
5. Aetna shall design and install a benefit-account structure separately by class of employees, division, subsidiary, associated company, or other classification desired by Customer.
6. Aetna shall provide plan design and underwriting services in connection with benefit revisions, additions of new benefits and extensions of coverage to new Plan Participants.
7. Aetna shall provide cost estimates and actuarial advice for benefit revisions, new benefits and extensions of coverage being considered by Customer.
8. Upon request of Customer, Aetna will provide Customer with information reasonably available to Aetna which is reasonably necessary for Customer to prepare reports for the United States Internal Revenue Service and Department of Labor.
9. Aetna will provide assistance in connection with the initial set up, design and preparation of Customer's Plan, subject to the direction, review and approval of Customer. Customer shall have the final and sole authority regarding the benefits and provisions of the self-insured portion of the Plan, as outlined in the Customer's Plan document. Customer acknowledges its responsibility to review and approve all Plan documents and revisions thereto and to consult with Customer's legal counsel, at its discretion, in connection with said review and approval. Aetna shall have no responsibility or liability for the content of any of Customer's plan documents, regardless of the role Aetna may have played in the preparation of such documents.
- 10(a). Upon request of Customer, Aetna shall prepare an Aetna standard Plan description, including benefit revisions, additions of new benefits, and extension of coverage under the Plan. If the Customer elects to have an Aetna non-standard Plan description, Aetna will provide a custom Plan description with all costs borne by Customer; or
- 10(b). Upon request of Customer, Aetna will review Customer-prepared employee Plan descriptions, subject to the Customer's final and sole authority regarding benefits and provisions in the self-insured portion of the Plan.

If Customer requires both preparation (a) and review (b), there may be an additional charge.

11. Upon request by Customer, Aetna will arrange for the printing of Plan descriptions, with all costs borne by Customer.
12. Upon request by Customer, Aetna will arrange for the custom printing of forms and identification cards, with all costs borne by Customer.

IV. Network Access Services: (For Dental PPO Plans ONLY)

- A. Aetna shall provide Plan Participants with access to Aetna's network of dentists and other applicable dental care providers ("Network Providers") who (i) participate in the network applicable to the Plan Participant's Plan at negotiated rates with Aetna and (ii) are designated by Aetna for participation in the applicable network.
- B. Aetna reserves the right to set a minimum plan benefit design structure for in-network claims to which Customer must comply in order to receive access to Network Providers at Aetna's agreed upon rates with such providers.
- C. Aetna maintains an online directory for Plan Participants and Customers to access for information regarding Network Providers.

V. Dental Management Services:

A. Dental Utilization Management:

The Dental utilization management program provides for appropriate review, by licensed dentists and other dental professionals, of certain dental claims, as well as of voluntary predeterminations, in order to assist in making coverage determinations based on the necessity and appropriateness of services rendered to treat Plan Participants' dental conditions.

B. Dental/Medical Integration (DMI) Program:

The DMI program is designed to educate Plan Participants on the impact of good oral health care on the management of certain diseases and conditions. Plan Participants identified with diabetes, coronary artery disease/cerebrovascular disease or who are pregnant, are sent educational materials explaining the correlation between their disease or condition and periodontal disease. The following programs are included:

1. Enhanced Benefit Program for Pregnant Women (offers additional benefits, i.e., an additional cleaning).
2. Enhanced Benefit Program for Diabetes and Coronary Artery Disease (offers additional benefits, i.e., an additional cleaning).
3. Member Outreach Program (educational materials sent to Plan Participants or outreach phone calls made to Plan Participants encouraging the importance of oral care).

VI. Performance Guarantees

Any Performance Guarantees applicable to Aetna's provision of Services pursuant to the Self Funded Dental Plan are attached in Appendix II to the Services Agreement.

VII. Fees

The following administrative Service Fees are provided in conjunction with Aetna's Services relating to the self funded dental products offered under the Customer's self funded benefits plan. All administrative Service Fees from this SAS are summarized in the following Service and Fee Schedule.

SERVICE AND FEE SCHEDULE

The corresponding Service Fees effective for the period beginning November 1, 2014 and ending October 31, 2015 are specified below. They shall be amended for future periods, in accordance with Section 6 of the Master Services Agreement. Any reference to "Member" shall mean a Plan Participant as defined in the Master Services Agreement.

Product	Per Employee* Per Month Fee -
	*A person within classes that are specifically described in Appendix I, including employees, retirees, COBRA continues and any other persons including those of subsidiaries and affiliates of Customer who are reported, in writing, to Aetna for inclusion in the Services Agreement.
PPO Dental	\$ 2.86

Services applicable and included in above PEPM fees (except where indicated otherwise)	
I. Administration Services	Included
II. Network Access Services	Included
▪ Access to Network Providers	Included
▪ Minimum Plan Benefit Design Structure Set by Aetna	Included
▪ Online Directory Maintained by Aetna	Included
III. Dental Management Services	Included
▪ Dental Utilization Management	Included
▪ Dental/Medical Integration	Included

Dental Network Discount Arrangement	Included
Dental Network Access Charge as follows:	
40 % of the savings resulting from the application of Aetna's negotiated arrangements with providers, i.e., the difference between the average charges for the area as determined under the FAIR Health Healthcare Common Procedure Code (HCPC) and the allowed negotiated fees. Aetna reserves the right to change the Dental Network Access Charge Percentage if there is a 15% change in the employee distribution by Market (as shown in Appendix 1).	

Aetna also may adjust Service Fees effective as of the date on which any of the following occurs.

(1) If, for this product, there is a:

- 15 % decrease in the number of Employees from the number assumed by Aetna below.

Name of Product(s)
PPO Dental

Assumed Number of Employees
1,268 Employees

- 15% increase in the Member to Employee ratio from the ratio assumed by Aetna below.

Name of Product(s)
PPO Dental

Assumed Ratio
2.27 Members to 1 Employee

- (2) Change in Plan - A material change in Plan is initiated by the Customer or by legislative action.
- (3) Change in Claim Administration - A material change in claim payment requirements or procedures, account structure, or any other change materially affecting the manner or cost of paying benefits.

Late Payment Charges

In addition to any termination rights under the Services Agreement which may apply, if the Customer fails to provide funds on a timely basis to cover Plan benefit payments as provided in Section 8 of the Master Services Agreement, and/or fails to pay Service Fees on a timely basis as provided in Section 6 of the Master Services Agreement, Aetna will assess interest as a late payment charge. Interest charges for any late payments shall be paid by Customer 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 Customer'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 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 addition, Aetna will assess a charge to recover its costs of collection including reasonable attorneys' fees.

**SELF FUNDED PRESCRIPTION DRUG BENEFITS PLAN
STATEMENT OF AVAILABLE SERVICES
EFFECTIVE 11/01/2014**

Subject to the terms and conditions of the Services Agreement, the Services available from Aetna are described below in this Statement of Available Services (or "SAS") and in the accompanying Service and Fee Schedule. Unless otherwise agreed in writing, Subject to the terms and conditions of the Services Agreement, only the Services selected by Customer in the Service and Fee Schedule (as may be modified by Aetna from time to time pursuant to this Statement of Available Services) and the Agreement will be provided by Aetna. Additional Services may be provided at Customer's written request under the terms of this Statement of Available Services and the Agreement. This SAS and the Service and Fee Schedule which is incorporated by reference herein shall be provided by Aetna. Additional Services may be provided at Customer's written request under the terms of this Statement of Available Services and the Agreement. This SAS and the Service and Fee Schedule which is incorporated by reference herein shall supersede any previous SAS or other document describing the Services herein. In the event of a conflict between the terms of this SAS and the Agreement or between the terms of this SAS and any other agreement previously entered into by Customer and Aetna, the terms of this SAS shall control.

I. Excluded and/or Superseded Provisions of Agreement:

A. Term

Unless one party informs the other of its intent to allow this SAS to terminate in accordance with the Agreement, the initial term of this SAS shall be 3 Years beginning on the Effective Date as first written above (referred to as an "Agreement Period"). This SAS will automatically renew for up to two successive one-year terms unless otherwise terminated pursuant to the Agreement, subject to mutual agreement on fees. If the Agreement does not provide a termination clause, either party may terminate this SAS by giving the other party at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.

B. Benefit Funding

The "Benefit Funding" or "Funding of Plan Benefits" section of the Agreement is superseded by Section IV.B.1. of this SAS.

C. Audit Rights

The "Audit Rights" section of the Agreement is superseded by Section VII of this SAS.

II. Claim Fiduciary

Customer has two claim fiduciary options. The default is Option 1 set forth below. Unless otherwise indicated, Aetna shall provide Option 1. Customer may instead elect Option 6 as set forth below by giving Aetna at least 30 days advance written notice prior to the Effective Date.

The two fiduciary options are as follows:

1. Fiduciary Option 1 (Default). Customer and Aetna agree that with respect to applicable state law, Aetna will be the "appropriate named fiduciary" of the Plan for the purpose of reviewing denied claims under the Plan. Customer understands that the performance of fiduciary duties under state law necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, Customer hereby delegates to Aetna discretionary authority to determine entitlement to benefits under the applicable Plan documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. It is also agreed that, as between Customer and Aetna, Aetna's decision on any claim is final and that Aetna has no other fiduciary responsibility.

2. Fiduciary Option 6 (Alternative Available on 30 Days Advance Written Notice). Customer and Aetna agree that with respect to applicable state law, Aetna will be the "appropriate named fiduciary" of the Plan for the first level of appeal for purpose of reviewing denied claims under the Plan. Customer understands that the performance of fiduciary duties under applicable state law necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, Customer hereby delegates to Aetna discretionary authority to determine entitlement to benefits under the applicable Plan. If the denial is upheld in the first level of appeal, then Aetna will inform the Participant of his right to appeal to the Customer. Customer shall be the "appropriate named fiduciary" of the Plan for the second level of appeal.

III. Definitions:

When used in this Statement of Available Services and/or the Self Funded Prescription Drug Benefits Plan Service and Fee Schedule, all capitalized terms shall have the following meanings:

"Administrative Fees" or "Services Fees" means an amount agreed to by Customer and Aetna in consideration of the Services.

"Aetna" shall include a subsidiary, affiliate or subcontractor of its choosing for the purposes of services to be performed under this Statement of Available Services and/or Service and Fee Schedule.

"Aetna Mail Order Pharmacy" means a licensed pharmacy designated by Aetna to provide or arrange for Covered Services to Plan Participants and shall include a subcontractor of its choosing for the purposes of services to be performed under this Statement of Available Services and/or Service and Fee Schedule.

"Aetna Specialty Pharmacy" means a licensed pharmacy designated by Aetna to provide or arrange for Covered Services to Plan Participants and shall include a subcontractor of its choosing for the purposes of services to be performed under this Statement of Available Services and/or Service and Fee Schedule.

"Average Wholesale Price" or "AWP" means the average wholesale price of a Prescription Drug as identified by Medispan (or other drug pricing service determined by Aetna). The applicable AWP for Prescription Drugs filled in (a) any Participating Pharmacy other than a mail service pharmacy will be the AWP on the date the drug was dispensed for the NDC for the package size from which the drug was actually dispensed, and (b) any mail service Participating Pharmacy will be the AWP on the date the drug was dispensed for the 11-digit NDC for the package size from which the drug was actually dispensed.

"Bank" means the bank selected by Aetna on which benefit payment costs are paid.

"Benefit Cost(s)" means the cost of providing Covered Services to Plan Participants and includes amounts paid to Participating Pharmacies and other providers. Benefit Costs do not include Cost Share amounts paid by Plan Participants. Benefit Costs do not include Service Fees. The Benefit Cost includes any Dispensing Fee paid to a Participating Pharmacy or other provider for dispensing covered medications to Plan Participants.

"Benefit Plan Design" means the terms, scope and conditions for Prescription Drug or device benefits under a Plan, including Formularies, exclusions, days or supply limitations, prior authorization or similar requirements, applicable Cost Share, benefit maximums and any other features or specifications as may be included in Plan documents, as communicated by Customer to Aetna in accordance with any implementation procedures described herein. Customer shall disclose to Plan Participants any and all matters relating to the Benefit Plan Design that are required by law to be disclosed, including information relating to the calculation of Cost Share or any other amounts that are payable by a Plan Participant in connection with the Benefit Plan Design.

"Brand Drug" means a Prescription Drug with a proprietary name assigned to it by the manufacturer and distributor. Brand Drug does not include those drugs classified as a Generic Drug hereunder.

“Calculated Ingredient Cost” means the lesser of:

- a) AWP less the applicable percentage Discount;
- b) MAC; or
- c) U&C Price.

The Calculated Ingredient Cost does not include the Dispensing Fee, the Cost Share or sales tax, if any.

“Claim” or **“Claims”** means any electronic or paper request for payment or reimbursement arising from a Participating Pharmacy providing Covered Services to a Plan Participant.

“Compound Prescription” means a Prescription Drug which would require the dispensing pharmacist to produce an extemporaneously produced mixture containing at least one Federal Legend drug, the end product of which is not available in an equivalent commercial form. For purposes of this Agreement, a prescription will not be considered a Compound Drug if it is reconstituted or if the only ingredient added to the prescription is water, alcohol, a sodium chloride solution or other common diluents.

“Concurrent Drug Utilization Review” or **“Concurrent DUR”** means the review of drug utilization when an On-Line Claim is processed by Aetna at the point of sale.

“Cost Share” means that portion of the charge for a Prescription Drug or device dispensed to a Plan Participant that is the responsibility of the Plan Participant as provided in the applicable Plan, including coinsurance, copayments, deductibles and penalties, and may be a fixed amount or a percentage of an applicable amount. Cost Share will be calculated on the basis of the rates charged to Customer by Aetna for Covered Services except as required by law to be otherwise.

“Covered Services” means Prescription Drugs, Specialty Products, over-the-counter medications or other services or supplies that are covered under the terms and conditions set forth in the description of the Plan.

“Discount” means the Calculated Ingredient Cost rate or MAC to be charged by Aetna to Customer for Prescription Drugs. The Discount excludes the Dispensing Fee, Cost Share and sales tax, if any.

“Dispensing Fee” means an amount agreed by Customer and Aetna in consideration of the costs associated with a Participating Pharmacy dispensing medication to a Plan Participant.

“DMR Claim” means a direct member (Plan Participant) reimbursement claim.

“Effective Date” means the Effective Date set forth above in the heading of the SAS.

“Formulary” or **“Formularies”** means the list(s) of Prescription Drugs and supplies approved by the U.S. Food and Drug Administration (“FDA”) developed by Aetna which classifies drugs and supplies for purposes of benefit design and coverage decisions.

“Generic Drug” means a Prescription Drug, whether identified by its chemical, proprietary, or non-proprietary name that (a) is accepted by the U.S. Food and Drug Administration as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient, or (b) is deemed by Aetna to be pharmaceutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient.

“Implementation Credit” if applicable, is a credit provided to Customer to cover specific costs related to the transition from another vendor to Aetna and further described in the Service and Fee Schedule

“Law” means any law, statute, rule, regulation, ordinance and other pronouncement having the effect of law of the United States of America, any foreign country or any domestic or foreign state, county, city or other political subdivision, or of any governmental or regulatory body, including without limitation, any court, tribunal, arbitrator, or any agency, authority, official or instrumentality of any governmental or political subdivision.

“Maximum Allowable Cost” or “MAC” means the cost basis for reimbursement established by Aetna, as modified from time to time, for the same dose and form of Generic Drugs which are included on Aetna’s applicable MAC List.

“MAC List(s)” means the lists of MAC payment schedules for Prescription Drugs, devices and supplies identified as readily available as a Generic Drug or generally equivalent to a Brand Drug (in which case the Brand Drug may also be on the MAC List) and developed and maintained or selected by Aetna and that, in each case, are deemed to require or are otherwise capable of pricing management due to the number of drug manufacturers, utilization and/or pricing volatility.

“Mail Order Exception List” means the list of Prescription Drugs established by Aetna that includes Brand Drugs adjudicating as Generic Drugs, trademark Generic Drugs, any Generic Drug that is manufactured by one (1) manufacturer (or multiple manufacturers, for example, in the case of “authorized” Generic Drugs), and any Generic Drug that has an AWP within twenty-five percent (25%) of the AWP of the equivalent Brand Drug. The Mail Order Exception List is subject to change.

“National Drug Code” or “NDC” means a universal product identifier for human drugs. The National Drug Code Query (NDCQ) content is limited to Prescription Drugs and a few selected OTC products. The National Drug Code (NDC) Number is a unique, eleven-digit, three-segment number that identifies the labeler/vendor, product, and trade package size.

“On-Line Claim” means a claim that (i) meets all applicable requirements, is submitted in the proper timeframe and format, and contains all necessary information, and (ii) is submitted electronically for payment to Aetna by a Participating Pharmacy as a result of provision of Covered Services to a Plan Participant.

“Participating Pharmacy” means a Participating Retail Pharmacy, Aetna Mail Order Pharmacy or Aetna Specialty Pharmacy.

“Participating Retail Pharmacy” means any licensed retail pharmacy that has entered into an arrangement with Aetna to provide Covered Services to Plan Participants.

“Pharmacy Audits” shall have the meaning set forth in Section VII.A.1.

“Plan” shall mean the self-funded employee health benefits plan for certain eligible Plan Participants pursuant to the Employee Retirement Income Security Act of 1974 (“ERISA”).

“Plan Participants” shall mean employees, dependents, beneficiaries, retirees, or members as referenced in the Plan documents, or any term used by Customer to designate participants in the Plan.

“Precertification” means a process under which certain drugs require prior authorization (prior approval) before Plan Participants can obtain them as a covered benefit. The Aetna Pharmacy Management Precertification Unit must receive prior notification from physicians or their authorized agents requesting coverage for medications on the Precertification List.

“Prescriber” means an individual who is appropriately licensed and permitted by law to order drugs that legally require a prescription.

“Prescription Drug” means a legend drug that, by Law, cannot be sold without a written prescription from an authorized Prescriber. For purposes of this Agreement, insulin, certain supplies, and devices shall be considered a Prescription Drug.

“Prospective Drug Utilization Review” or “Prospective DUR” means a review of drug utilization that is performed before a prescribed medication is covered under a Plan.

"Rebates" shall mean certain monetary distributions made to Customer by Aetna under the pharmacy benefit and funded from retrospective amounts paid to Aetna (i) pursuant to the terms of an agreement with a pharmaceutical manufacturer, (ii) in consideration for the inclusion of such manufacturer's drug(s) on Aetna's Formulary, and (iii) which are directly related and attributable to, and calculated based upon, the specific and identifiable utilization of certain Prescription Drugs by Plan Participants.

"Bank" means the bank selected by Aetna on which benefit payment costs are paid.

"Benefit Cost(s)" means the cost of providing Covered Services to Plan Participants and includes amounts paid to Participating Pharmacies and other providers. Benefit Costs do not include Cost Share amounts paid by Plan Participants. Benefit Costs do not include Service Fees. The Benefit Cost includes any Dispensing Fee paid to a Participating Pharmacy or other provider for dispensing covered medications to Plan Participants.

"Benefit Plan Design" means the terms, scope and conditions for Prescription Drug or device benefits under a Plan, including Formularies, exclusions, days or supply limitations, prior authorization or similar requirements, applicable Cost Share, benefit maximums and any other features or specifications as may be included in Plan documents, as communicated by Customer to Aetna in accordance with any implementation procedures described herein. Customer shall disclose to Plan Participants any and all matters relating to the Benefit Plan Design that are required by law to be disclosed, including information relating to the calculation of Cost Share or any other amounts that are payable by a Plan Participant in connection with the Benefit Plan Design.

"Brand Drug" means a Prescription Drug with a proprietary name assigned to it by the manufacturer and distributor. Brand Drug does not include those drugs classified as a Generic Drug hereunder.

"Calculated Ingredient Cost" means the lesser of:

- d) AWP less the applicable percentage Discount;
- e) MAC; or
- f) U&C Price.

"Rebate Contract Excerpts", if any, shall have the meaning set forth in Section VII.

"Rebate Guarantee" means the Rebate amount that Aetna guarantees Customer will receive as set forth in the Service and Fee Schedule.

"Retrospective Drug Utilization Review" or **"Retrospective DUR"** means a review of drug utilization that is performed after a Claim for Covered Services is processed.

"Service and Fee Schedule" means a document entitled same and incorporated herein by reference setting forth certain guarantees (if applicable), underlying conditions and other financial information relevant to Customer.

"Services" shall have the meaning set forth in Section IV.A.1.

"Specialty Products" means those injectable and non-injectable Prescription Drugs, other medicines, agents, substances and other therapeutic products that are designated in the Service and Fee Schedule and modified by Aetna from time to time in its sole discretion as Specialty Products on account of their having particular characteristics, including one or more of the following: (a) they address complex, chronic diseases with many associated co-morbidities (e.g., cancer, rheumatoid arthritis, hemophilia, multiple sclerosis), (b) they require a greater amount of pharmaceutical oversight and clinical monitoring for side effect management and to limit waste, (c) they have limited pharmaceutical supply chain distribution as determined by the drug's manufacturer and/or (d) their relative expense.

"Termination Notice Date", if applicable, shall have the meaning set forth in Section VI.

"Usual and Customary Retail Price" or **"U&C Price"** means the cash price less all applicable customer discounts which Participating Pharmacy usually charges customers for providing pharmaceutical services.

“Wholesale Acquisition Cost” or “WAC” means the wholesale acquisition cost of a prescription drug as listed in the Medispan weekly price updates (or any other similar publication designated by Aetna) received by Aetna.

IV. Administration Services:

Subject to the terms and conditions of this Statement of Available Services, the Services to be provided by Aetna, as well as certain Customer obligations in connection thereto, are described below.

A. General Responsibilities and Obligations

1. Services

Customer will purchase and Aetna will provide to Customer the services designated in this Statement of Available Services, if selected in the Service and Fee Schedule, and such other services Customer requests of Aetna and Aetna agrees in writing to perform, as further described herein (the **"Services"**). Customer acknowledges that Aetna may utilize the services of external reviewers or contractors in performing these Services. The Services to be provided by Aetna and the Service Fees may be adjusted by Aetna effective on the commencement of any Agreement Period, or at other times as indicated in the Service and Fee Schedule.

2. Customer's Responsibilities

Customer shall perform the obligations set forth in the Agreement and in this Statement of Available Services, including without limitation, the Service and Fee Schedule.

3. Exclusivity

During the term of this Statement of Available Services, Customer shall use Aetna as the exclusive provider of the Benefit Plan Design, including without limitation, pharmacy claims processing, pharmacy network management, clinical programs, formulary management and rebate management. All terms under this Statement of Available Services and on the attached Service and Fee Schedule are conditioned on Aetna's status as the exclusive provider of the Benefit Plan Design. Any failure by Customer to comply with this Section shall constitute a material breach of this Statement of Available Services and the Agreement. Without limiting Aetna's other rights or remedies, in the event Customer fails to comply with this Section, Aetna shall have the right to modify the terms and conditions of this Statement of Available Services, including without limitation, the financial terms set forth in the Service and Fee Schedule and any Performance Guarantees attached hereto.

B. Pharmacy Benefit Management Services

1. Pharmacy Claims Processing

- a. **On-Line Claims Processing.** Using Aetna's normal claim determination, payment and audit procedures and applicable cost control standards in a manner consistent with the terms of the description of Plan benefits and this Statement of Available Services, Aetna will perform claims processing services for Covered Services that are provided by a Participating Pharmacy after the Effective Date, and submitted electronically to Aetna's on-line claims processing system. On-Line Claim processing services shall include confirmation of coverage, performance of drug utilization review activities pursuant to this Statement of Available Services, determination of Covered Services, and adjudication of the On-Line Claims. Aetna or Customer, as applicable, shall have ultimate and final responsibility for all decisions with respect to coverage of an On-Line Claim and the benefits allowed under the Plan as set forth in the Agreement.

- b. DMR Claims Processing. If specified on the description of Plan benefits, Aetna will process DMR Claims using Aetna's normal claim determination, payment and audit procedures and applicable cost control standards in a manner consistent with the terms of the description of Plan benefits. The Plan Participant or Medicaid agency where applicable, shall be responsible for submitting DMR Claims directly to Aetna on such form(s) provided by Aetna within the timeframe specified on the description of Plan benefits. Aetna will process DMR Claims and, where appropriate, will reimburse such Plan Participant or Medicaid agency on behalf of Customer the lesser of: (i) the amount invoiced and indicated on such DMR Claim; or (ii) the amount the Plan Participant is entitled to be reimbursed for such claim pursuant to the description of Plan benefits. With respect to any Plan Participant who submits a DMR Claim which is denied on behalf of Customer, Aetna will notify said Plan Participant of the denial and of said Plan Participant's right of review of the denial in accordance with ERISA. Aetna or Customer, as applicable, shall have ultimate and final responsibility for all decisions with respect to coverage of a DMR Claim and the benefits allowed under the Plan as set forth in the Agreement.
- c. Additional Services Related to Claims Processing. Whenever Aetna determines that benefits and related charges are payable under the Plan, Aetna will issue a payment of such benefits and related charges on behalf of Customer. Plan benefit payments and related charges of any amount payable under the Plan shall be made by check drawn by Aetna payable through the Bank or by electronic funds transfer or other reasonable transfer method. Customer, by execution of the Agreement, expressly authorizes Aetna to issue and accept such checks on behalf of Customer for the purpose of payment of Plan benefits and other related charges. Customer agrees to provide funds through its designated bank sufficient to satisfy all Plan benefits (and which also may include Service Fees and any late charges under the Agreement) and related charges upon notice from Aetna or the Bank of the amount of payments made by Aetna. Customer agrees to instruct its bank to forward an amount in Federal funds on the day of the request equal to such liability by wire transfer or such other transfer method agreed upon between Customer and Aetna. As used herein "Plan benefits" means payments under the Plan, excluding any copayments, coinsurance or deductibles required by the Plan.
- Aetna reserves the right to place stop payments on all outstanding benefit checks (i.e., checks which have not been presented for payment) on the sooner of:
- (A) one (1) year following the date Aetna completes its runoff processing obligations; or
 - (B) five (5) days following Customer's failure to provide requested funds or pay Service Fees due in accordance with the Termination section of the Agreement.
- d. Where the Plan contains a coordination of benefits clause or antiduplication clause, Aetna will administer all Claims consistent with such provisions and any information concurrently in its possession as to duplicate or primary coverage. Aetna shall have no obligation to recover sums owed to the Plan by virtue of the Plan's rights to coordinate where the Claim was incurred prior to the Effective Date. Aetna has no obligation to bring actions based on subrogation or lien rights.

2. Pharmacy Network Management

- a. Participating Retail Pharmacies. Aetna shall provide Plan Participants access to Participating Retail Pharmacies. Aetna shall make available an updated listing of Participating Retail Pharmacies on its internet website and via its member services call center. Any additions or deletions to the network of Participating Retail Pharmacies shall be made in Aetna's sole discretion. Aetna shall provide notice to Customer of any deletions that have a material adverse impact on Plan Participants' access to Participating Retail Pharmacies. Aetna shall direct each Participating Retail Pharmacy to (a) verify the Plan Participant's eligibility using Aetna's on-line claims system, and (b) charge and collect the applicable Cost Share from Plan Participants for each Covered Service. Aetna will adjudicate On-Claims for Covered Services from Participating Retail Pharmacies using the negotiated rates that Aetna has in place with the applicable Participating Retail Pharmacy.
 - i. Aetna shall require each Participating Retail Pharmacy to comply with Aetna's applicable network participation requirements. Aetna does not direct or otherwise exercise any control over the professional judgment exercised by any pharmacist dispensing prescriptions or providing pharmacy services. Participating Retail Pharmacies are independent contractors of Aetna and Aetna shall have no liability to Customer, any Plan Participant or any other person or entity for any act or omission of a Participating Retail Pharmacy or its agents, employees or representatives.
 - ii. Aetna shall establish and maintain policies and procedures which it may revise from time to time specifying how and when a Participating Retail Pharmacy will be audited to review compliance with such pharmacy's agreement with Aetna. The audit may be conducted by Aetna's internal auditors and/or outside auditors, and may consist of a "desktop" audit of Claims submitted by the Participating Retail Pharmacy and/or a review of prescription and other records located onsite at such pharmacy. Any overpaid or erroneously paid amounts recovered by Aetna from a Participating Retail Pharmacy pursuant to an audit shall be credited to Customer net of any fees charged by Aetna in accordance with the Service and Fee Schedule or by Aetna's designated outside auditors, as applicable. Aetna shall attempt recovery of overpayments or payments made in error through offsets or demand of amounts due. In no event will Aetna be required to initiate litigation to recover any overpayments or payments made in error.
 - iii. Aetna shall adjudicate each On-Line Claim for services rendered by a Participating Retail Pharmacy at the applicable Discount and Dispensing Fee negotiated between Aetna and Customer. For the avoidance of doubt, the Benefit Cost paid by Customer in connection with On-Line Claims for services rendered by Participating Retail Pharmacies may or may not be equal to the Discount and Dispensing Fees negotiated between Aetna and such pharmacies.
- b. Aetna Mail Order Pharmacy. Aetna shall provide Plan Participants with access to the Aetna Mail Order Pharmacy. Aetna shall make available information regarding how Plan Participants may access and use the Aetna Mail Order Pharmacy on its internet website and via its member services call center. The Aetna Mail Order Pharmacy shall verify the Plan Participant's eligibility using Aetna's on-line claims system, and shall charge and collect the applicable Cost Share from Plan Participants for each Covered Service. The Aetna Mail Order Pharmacy generally will require that medications and supplies be dispensed in quantities not to exceed a 90-day supply, unless otherwise specified in the description of Plan benefits. If the prescription and applicable Law do not prohibit substitution of a Generic Drug equivalent, if any, for the prescribed drug, or if the Aetna Mail Order Pharmacy obtains consent of the Prescriber, the Aetna Mail Order Pharmacy shall require that the Generic Drug equivalent be dispensed to the Plan Participant. Certain Specialty Drugs, some acute drug products or certain compounds cannot be ordered through the Aetna Mail Order Pharmacy. The Aetna Mail Order Pharmacy shall make refill reminder and on-line ordering services available to Plan Participants. Aetna and/or the Aetna Mail Order Pharmacy may promote the use of the Aetna Mail Order Pharmacy to Plan Participants through informational mailings, coupons or other financial incentives at Aetna's and/or the Aetna Mail Order Pharmacy's cost, unless otherwise agreed upon by Aetna and Customer.

- c. Aetna Specialty Pharmacy. Aetna shall provide Plan Participants with access to the Aetna Specialty Pharmacy. Aetna shall make available information regarding how Plan Participants may access and use the Aetna Specialty Pharmacy on its internet website and via its member services call center. The Aetna Specialty Pharmacy shall verify the Plan Participant's eligibility using Aetna's on-line claims system, and shall charge and collect the applicable Cost Share from Plan Participants for each Covered Service. The Aetna Specialty Pharmacy generally will require that Specialty Drug medications and supplies be dispensed in quantities not to exceed a 30-day supply, unless otherwise specified in the description of Plan benefits. If the prescription and applicable Law do not prohibit substitution of a Generic Drug equivalent, if any, to the prescribed drug, or if the Aetna Specialty Pharmacy obtains consent of the Prescriber, the Aetna Specialty Pharmacy shall require that the Generic Drug equivalent be dispensed to the Plan Participant. The Aetna Specialty Pharmacy shall make refill reminder services available to Plan Participants. Aetna and/or the Aetna Specialty Pharmacy may promote the use of the Aetna Specialty Pharmacy to Plan Participants through informational mailings, coupons or other financial incentives at Aetna's and/or the Aetna Specialty Pharmacy's cost, unless otherwise agreed upon by Aetna and Customer. Further information regarding Specialty Product pricing and limitations is provided in the Service and Fee Schedule.

3. Clinical Programs

- a. Formulary Management. Aetna shall implement the Formulary and Aetna's formulary management programs, which may include cost containment initiatives and formulary education programs. Customer hereby elects to adopt the Formulary for use with the Plan. Subject to the terms and conditions set forth in this Statement of Available Services, Aetna grants Customer the right to use the Formulary during the term of this Statement of Available Services solely in connection with the Plan, and to distribute or make the Formulary available to Plan Participants. Customer acknowledges and agrees that it has sole discretion and authority to accept or reject the Formulary for the Plan. Customer further acknowledges and agrees that the Formulary is subject to change at Aetna's sole discretion as a result of a variety of factors, including without limitation, market conditions, clinical information, cost, rebates and other factors. Customer also acknowledges and agrees that the Formulary is the Confidential Information of Aetna and is subject to the requirements set forth in this Statement of Available Services and the Agreement.
- b. Prospective Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan Benefits the Prospective DUR program, which may include Precertification and Step-Therapy programs and other Aetna standard Prospective DUR programs, with respect to On-Line Claims. Under these programs, Plan Participants must meet standard Aetna clinical criteria before coverage of the Prescription Drugs included in the program will be authorized; provided, however, that Customer authorizes Aetna to approve coverage of drugs for uses that do not meet applicable clinical criteria in the event of complications, co-morbidities and other factors that are not specifically addressed in such criteria. Aetna shall perform exception reviews and authorize coverage overrides when appropriate for such programs, and other benefit exclusions and limitations. In performing such reviews, Aetna may rely solely on diagnosis and other information concerning the Plan Participant deemed credible and supplied to Aetna by the requesting provider, applicable clinical criteria and other information relevant or necessary to perform the review.
- c. Concurrent Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan Benefits its standard Concurrent DUR programs with respect to On-Line Claims. Aetna's Concurrent DUR programs help Participating Pharmacies to identify potential drug interactions, duplicate drug therapy and other circumstances where prescriptions may be clinically inappropriate for Members. Aetna's Concurrent DUR programs are educational programs that are based on available clinical literature. Aetna's Concurrent DUR programs are administered using information submitted to and available in Aetna's on-line claims system, as well as On-Line Claims information submitted by the Participating Pharmacy.

- d. Retrospective Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan Benefits its standard Retrospective DUR programs with respect to On-Line Claims. Aetna's Retrospective DUR programs are designed to help providers and Plan Participants identify circumstances where prescription drug therapy may be clinically inappropriate or other cost-effective drug alternatives may be available. Aetna's Retrospective DUR programs are educational programs and program results may be communicated to Plan Participants, providers and plan sponsors. Aetna's Retrospective DUR programs are administered using information submitted to and available in Aetna's on-line claims system, as well as On-Line Claims information submitted by the Participating Pharmacy.
- e. Aetna Rx Check Program. If purchased by Customer as indicated on the Service and Fee Schedule, Aetna shall administer the Aetna Rx Check Program. Aetna Rx Check programs use a rapid Retrospective DUR approach. Claims are systematically analyzed, often within 24 hours of adjudication, for possible physician outreach based on program algorithms. The specific outreach programs are designed to promote quality, cost-effective care in accordance with accepted clinical guidelines through mailings or telephone calls to physicians and Plan Participants.

Aetna Rx Check will analyze Claims on a daily basis, identify potential opportunities for quality and cost improvements, and will notify physicians or Plan Participants of those opportunities. The physician-based Aetna Rx Check programs will identify:

- Certain medications that may duplicate each other's effect;
- Certain drug to drug interactions;
- Multiple prescriptions and/or Prescribers for certain medications with the potential for misuse;
- Prescriptions for a multiple daily dose of a targeted Prescription Drug when symptoms might be controlled with a once-daily dosing; and
- Plan Participants who have filled prescriptions for brand-new medications that have an A-rated generic equivalent available that could save members money.

Another Aetna Rx Check program will notify Plan Participants in selected plans with mail-order drug benefits when they can save money by filling maintenance prescriptions at Aetna Rx Home Delivery versus filling prescriptions at a Participating Retail Pharmacy.

- f. Save-A-CopaySM. If purchased by Customer as indicated on the Service and Fee Schedule, Aetna shall administer the Save-A-Copay program. Aetna's Save-A-Copay program is designed to encourage Plan Participants to use Generic Drugs, where appropriate and with the approval of their physician. If Plan Participants switch to a generic alternative from a brand-name product, the Plan Participant Cost Share is reduced for a six month period. In such circumstances, the Customer incurs an additional cost for such Claim equal to the amount the Cost Share is reduced.
- g. Disease Management Educational Program. If purchased by Customer as indicated on the Service and Fee Schedule, Aetna shall administer the Disease Management Educational Program. The Disease Management Educational Program is available to Customers who purchase Aetna managed prescription drug benefit management services, but not Aetna medical benefit plan services. The program consists of Plan Participant identification and outreach based on active Claims analysis for targeted risk conditions, such as asthma and diabetes. Upon identification, Plan Participants will receive a welcome kit introducing the program, complete with important information including educational materials and resources. Customer may choose either the Asthma or Diabetes program or a combination of the two programs.
- h. Disclaimer Regarding Clinical Programs. Aetna's clinical programs do not dictate or control providers' decisions regarding the treatment of care of Plan Participants. Aetna assumes no liability from Customer or any other person in connection with these programs, including the failure of a program to identify or prevent the use of drugs that result in injury to a Plan Participant.

4. Plan Participant Services and Programs

Internet services including Aetna Navigator and Aetna Pharmacy Website.

Through Aetna Navigator, Plan Participants have access to the following:

- Estimating the cost of Prescription Drugs.
- Prescription Comparison Tool – Compares the estimated cost of filling prescriptions at a Participating Retail Pharmacy to Aetna's Rx Home Delivery mail-order prescription service.
- Preferred Drug List – Available for Plan Participants who wish to review prescribed medications to verify if any additional coverage requirements apply.
- View drug alternatives for medications not on the Preferred Drug List.
- Claim information and EOBs.

Through the Aetna Pharmacy website, Plan Participants have access to the following:

- Find-A-Pharmacy – This service helps locate an Aetna participating chain or independent pharmacy on hundreds of medications and herbal remedies.
- Tips on drug safety and prevention of drug interactions.
- Answers to commonly asked questions about prescription drug benefits and access to educational videos.
- Preferred Drug List and Generic Substitution List.
- Step Therapy List.

5. Rebate Administration

- a. Customer acknowledges that Aetna contracts for its own account with pharmaceutical manufacturers to obtain Rebates attributable to the utilization of certain prescription products by Plan Participants who receive benefits from Customers for whom Aetna provides pharmacy benefit management services. Subject to the terms and conditions set forth in this Statement of Available Services, including without limitation, Aetna may pay to Customer Rebates based on the utilization by Plan Participants of rebateable Prescription Drugs administered and paid through the Plan Participant's pharmacy benefits.
- b. If Customer is eligible to receive Rebates under this Statement of Available Services, Customer acknowledges and agrees that Aetna shall retain the interest (if any) on, or the time value of, any Rebates received by Aetna prior to Aetna's payment of such Rebates to Customer in accordance with this Statement of Available Services. Aetna may delay payment of Rebates to Customer to allow for final adjustments or reconciliation of Service Fees or other amounts owed by Customer upon termination of this Statement of Available Services.
- c. If Customer is eligible to receive a portion of Rebates under this Statement of Available Services, Customer acknowledges and agrees that such eligibility under paragraphs a. and b. above shall be subject to Customer's and its affiliates', representatives' and agents' compliance with the terms of this Statement of Available Services, including without limitation, the following requirements:
 - i. Election of, and compliance with, Aetna's Formulary;
 - ii. Adoption of and conformance to certain benefit plan design requirements related to the Formulary as described in Service and Fee Schedule;
 - iii. Distribution of the Formulary (or a summary thereof) to Plan Participants and/or physicians, as applicable; and

- iv. Compliance with other generally applicable requirements for participation in Aetna's rebate program, as communicated by Aetna to Customer from time to time.

Customer further acknowledges and agrees that if it is eligible to receive a portion of Rebates under this Statement of Available Services, such eligibility shall be subject to the condition that Customer, its affiliates, representatives and agents do not contract directly or indirectly with any other person or entity for discounts, utilization limits, Rebates or other financial incentives on pharmaceutical products or formulary programs for Claims processed by Aetna pursuant to this Agreement, without the prior written consent of Aetna. Without limiting Aetna's right to other remedies, failure by Customer to obtain Aetna's prior written consent in accordance with the immediately preceding sentence shall constitute a material breach of the Agreement, entitling Aetna to (a) suspend payment of Rebates hereunder and to renegotiate the terms and conditions of this Agreement, and/or (b) immediately withhold any Rebates earned by, but not yet paid to, Customer as necessary to prevent duplicative Rebates on such drugs.

C. General Administration Services

1. Eligibility Transmission

The Service Fees set forth under the Service and Fee Schedule assume that Customer will provide eligibility information monthly, or more frequently, from one (1) location by electronic connectivity. Submission of eligibility information by more than one location or via multiple methods will result in additional charges to Customer as determined by Aetna. Costs associated with any custom programming necessary to accept eligibility information from Customer are excluded from the Service Fees set forth in the Service and Fee Schedule.

Customer has the sole and complete authority to determine eligibility of persons to participate in the Plan.

2. Customer Services

- a. Aetna will assign an Account Executive to Customer's account. The Account Executive will be available to assist Customer in connection with the general administration of the Services, ongoing communications with Customer and assistance in claims administration and record-keeping systems for Customer's ongoing operation of the Plan.
- b. Upon request by Customer and consent by Aetna, Aetna will implement changes in Claims administration consistent with Customer's modifications of its Plan. A charge may be assessed for implementing such changes. Customer's Services Fees, as set forth in the Service and Fee Schedule, will be revised if the foregoing amendments or modifications increase Aetna's costs.

- c. Aetna will provide the following reports to Customer for no additional charge:
- i. Monthly/Quarterly/Annual Accounting Reports - Aetna shall prepare and provide the following accounting reports in excel format or other format that is acceptable to Customer and in accordance with the benefit-account structure for use by Customer in the financial management and administrative control of the Plan benefits:
 - a monthly listing of funds requested and received for payment of Plan benefits;
 - a monthly reconciliation of funds requested to Claims paid within the benefit-account structure;
 - a monthly or quarterly or annual listing of paid benefits;
 - quarterly or annual standard claim analysis reports
 - a monthly report that reconciles cleared transactions with the claims invoiced to the Customer for the month reported, including any outstanding transactions; and
 - an annual lag report as of September 30th each year that reports any liabilities that were incurred in the Customer's then current fiscal year (Customer's Fiscal Year is October 1st to September 30th) but that will not be paid during the Customer's then current fiscal year.
 - ii. Annual Accounting Reports - Aetna shall prepare standard annual accounting reports for each major benefit line under the Plan for the Agreement Period that include the following:
 - forecast of Claim costs;
 - accounting of experience; and
 - calculation of Customer reserve.

Any additional reporting formats and the price for any such reports shall be mutually agreed upon by Customer and Aetna.

- d. Customer shall adopt Aetna's administrative and record keeping systems, including the production of Plan Participant identification cards.
- e. Aetna shall design and install a benefit-account structure separately by class of employees, division, subsidiary, associated company, or other classification reasonably desired by Customer.
- f. Aetna shall provide plan design and underwriting services in connection with benefit revisions, additions of new benefits and extensions of coverage to new Plan Participants.
- g. Aetna shall provide cost estimates and actuarial advice for benefit revisions, new benefits and extensions of coverage being considered by Customer.
- h. Upon request of Customer, Aetna will provide Customer with information reasonably available to Aetna which is reasonably necessary for Customer to prepare reports for the United States Internal Revenue Service and Department of Labor.

- i. Upon request, Aetna shall provide the following Plan description services:
 - (i). Upon request of Customer, Aetna shall prepare an Aetna standard Plan description, including benefit revisions, additions of new benefits, and extension of coverage under the Plan. If the Customer elects to have an Aetna non-standard Plan description, Aetna will provide a custom Plan description with all costs borne by Customer; or
 - (ii) Upon request of Customer, Aetna will review Customer-prepared employee Plan descriptions, subject to the Customer's final and sole authority regarding benefits and provisions in the self-insured portion of the Plan. Customer acknowledges its responsibility to review and approve all Plan descriptions and any revisions thereto and to consult Customer's legal counsel, at its discretion, with said review and approval.

Aetna shall have no responsibility or liability for the content of any of Customer's Plan documents, regardless of the role Aetna may have played in the preparation of such documents.

If Customer requires both preparation (a) and review (b), there may be an additional charge.

- j. Upon request by Customer, Aetna will arrange for the printing of Plan descriptions, with all costs borne by Customer.
- k. Upon request by Customer, Aetna will arrange for the custom printing of forms and identification cards, with all costs borne by Customer.

V. Important Information about the Pharmacy Benefit Management Services

- A. Customer acknowledges that Aetna contracts for its own account with pharmaceutical manufacturers to obtain Prescription Drug Formulary Rebates directly attributable to the utilization of certain Prescription Drugs by Plan Participants who receive Covered Services. The Rebate amounts negotiated by Aetna with pharmaceutical manufacturers vary based on several factors, including the volume of utilization, benefit plan design, and Formulary or preferred coverage terms. Aetna may offer Customer an amount of Rebates on Prescription Drugs that are administered and paid through the Plan Participant's pharmacy benefit. These Rebates are earned when members use drugs listed on Aetna's Formulary and preferred Specialty Products. Aetna determines each customer's Rebates based on actual Plan Participant utilization of those Formulary and preferred Specialty Products for which Aetna also has manufacturer Rebate contracts. The amount of Rebates will be determined in accordance with the terms set forth in Customer's Pharmacy Service and Fee Schedule.

Rebates for Specialty Products that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the preferred Specialty Products program. Pharmaceutical rebates earned on Prescription Drugs and Specialty Products administered and paid through the Plan Participant's pharmacy benefits represent the great majority of Rebates.

A report indicating the Plan's Rebate payments, broken down by calendar quarter, is included with each remittance received under the program, and is also available upon request. Remittances are distributed as outlined in the Pharmacy Service and Fee Schedule. Interest (if any) received by Aetna prior to allocation to eligible self-funded customers is retained by Aetna.

Any material plan changes impacting administration, utilization or demographics may impact Rebate projections and actual Rebates received. Aetna reserves the right to terminate or change this program prior to the end of any Agreement Period for which it is offered if: (a) there is any legal, legislative or regulatory action that materially affects or could affect the manner in which Aetna conducts its Rebate program; (b) any material manufacturer Rebate contracts with Aetna are terminated or modified in whole or in part; or (c) the Rebates actually received **under** any material manufacturer Rebate contract are less than the level of Rebates assumed by Aetna for the applicable Agreement Period. If there is any legal action, law or regulation that prohibits, or could prohibit, the continuance of the Rebate program, or an existing law is interpreted to prohibit the program, the program shall terminate automatically as to the state or jurisdiction of such law or regulation on the effective date of such law, regulation or interpretation.

- B. Customer acknowledges that from time to time, Aetna receives other payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates and which are paid separately to Aetna or designated third parties (e.g., mailing vendors, printers). These payments are to reimburse Aetna for the cost of various educational programs. These programs are designed to reinforce Aetna's goals of maintaining access to quality, affordable health care for Plan Participants and Customer. These goals are typically accomplished by educating physicians and Plan Participants about established clinical guidelines, disease management, appropriate and cost-effective therapies, and other information. Aetna may also receive payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates as compensation for bona fide services it performs, such as the analysis or provision of aggregated information regarding utilization of health care services and the administration of therapy or disease management programs.

These other payments are unrelated to the Prescription Drug Formulary Rebate arrangements, and serve educational as well as other functions. Consequently, these payments are not considered Rebates, and are not included in the Rebates provided to Customer, if any.

- C. Customer acknowledges that in evaluating clinically and therapeutically similar Prescription Drugs for selection for the Formulary, Aetna reviews the costs of Prescription Drugs and takes into account Rebates negotiated between Aetna and Prescription Drug manufacturers. Consequently, a Prescription Drug may be included on the Formulary that is more expensive than a non-Formulary alternative before any Rebates Aetna may receive from a Prescription Drug manufacturer are taken into account. In addition, certain Prescription Drugs may be chosen for Formulary status because of their clinical or therapeutic advantages or level of acceptance among physicians even though they cost more than non-Formulary alternatives. The net cost to Customer for Covered Services will vary based on: (i) the terms of Aetna's arrangements with Participating Pharmacies; (ii) the amount of the Cost Share obligation under the terms of the Plan; and (iii) the amount, if any, of Rebates to which Customer is entitled under this Statement of Available Services and Service and Fee Schedule. As a result, Customer's actual claim expense per prescription for a particular Formulary Prescription Drug may in some circumstances be higher than for a non-Formulary alternative.

In Plans with Cost Share tiers, use of Formulary Prescription Drugs generally will result in lower costs to Plan Participants. However, where the Plan utilizes a Cost Share calculated on a percentage basis, there could be some circumstances in which a Formulary Prescription Drug would cost the Plan Participant more than a non-Formulary Prescription Drug because: (i) the negotiated Participating Pharmacy payment rate for the Formulary Prescription Drug may be more than the negotiated Participating Pharmacy payment rate for the non-Formulary Prescription Drug; and (ii) Rebates received by Aetna from Prescription Drug manufacturers are not reflected in the cost of a Prescription Drug obtained by a Plan Participant.

- D. Customer acknowledges that Aetna contracts with Participating Retail Pharmacies directly or through a pharmacy benefit management (“PBM”) subcontract to provide Customer and Plan Participants with access to Covered Services. The prices negotiated and paid by Aetna or PBM to Participating Retail Pharmacies vary among Participating Retail Pharmacies in Aetna’s network, and can vary from one pharmacy product, plan or network to another.

Under this Statement of Available Service and Service and Fee Schedule, Customer and Aetna have negotiated and agreed upon a uniform or “lock-in” price to be paid by Customer for all claims for Covered Services dispensed by Participating Retail Pharmacies. This uniform price may exceed or be less than the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services. Where the uniform price exceeds the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services, Aetna realizes a positive margin. In cases where the uniform price is lower than the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services, Aetna realizes a negative margin. Overall, lock-in pricing arrangements result in a positive margin for Aetna. Such margin is retained by Aetna in addition to any other fees, charges or other amounts agreed upon by Aetna and Customer, as compensation for the pharmacy benefit management services Aetna provides to Customer. Also, when Aetna receives payment from Customer before payment to a Participating Pharmacy or PBM, Aetna retains the benefit of the use of the funds between these payments.

- E. Customer acknowledges that Covered Services under a Plan may be provided by Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy. In such circumstances, Aetna Mail Order Pharmacy refers to Aetna Rx Home Delivery, LLC, and Aetna Specialty Pharmacy refers to Aetna Specialty Pharmacy, LLC, both of which are subsidiaries of Aetna that are licensed Participating Pharmacies. Aetna’s negotiated reimbursement rates with Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy, which are the rates made available to Customer, generally are higher than the pharmacies’ cost of fulfilling orders of Prescription Drugs and Specialty Products and providing Covered Services and therefore these pharmacies realize an overall positive margin for the Covered Services they provide. To the extent Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy purchase Prescription Drugs and Specialty Products for their own account, the cost therefor takes into account both up-front and retrospective purchase discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors. Such purchase discounts, credits and other amounts are negotiated by Aetna Mail Order Pharmacy, Aetna Specialty Pharmacy or their affiliates for their own account and are not considered Rebates paid to Aetna by manufacturers in connection with Aetna’s Rebate program.
- F. Customer acknowledges that Aetna generally pays Participating Pharmacies (either directly or through PBM) for Brand Drugs whose patents have expired and their Generic Drug equivalents at a single, fixed price established by Aetna (Maximum Allowable Cost or MAC). MAC pricing is designed to help promote appropriate, cost-effective dispensing by encouraging Participating Pharmacies to dispense equivalent Generic Drugs where clinically appropriate. When a Brand Drug patent expires and one or more generic alternatives first become available, the price for the Generic Drug(s) may not be significantly less than the price for the Brand Drug. Aetna reviews the drugs to determine whether to pay Participating Pharmacies (or PBM) based on MAC or continue to pay Participating Pharmacies (or PBM) on a discounted fee-for-service basis, typically a percentage discount off of the listed Average Wholesale Price of the drug (AWP Discount). This determination is based in part on a comparison under both the MAC and AWP Discount methodologies of the relative pricing of the Brand and Generic Drugs, taking into account any Rebates Aetna may receive from Prescription Drug manufacturers in connection with the Brand Drug. If Aetna determines that under AWP Discount pricing the Brand Drug is less expensive (after taking into account manufacturer Rebates Aetna receives) than the generic alternative(s), Aetna may elect not to establish a MAC price for such Prescription Drugs and continue to pay Participating Pharmacies (or PBM) according to an AWP Discount.

In some circumstances, a decision not to establish a MAC price for a Brand Drug and its generic equivalents dispensed by Participating Pharmacies could mean that the cost of such Prescription Drugs for Customer is not reduced. In addition, there may be some circumstances where Customer could incur higher costs for a specific Generic Drug ordered through Aetna Mail Order Pharmacy than if such Generic Drug were dispensed by a Participating Retail Pharmacy. These situations may result from: (i) the terms of Aetna's arrangements with Participating Pharmacies (or PBM); (ii) the amount of the Cost Share; (iii) reduced retail prices and/or discounts offered by Participating Pharmacies to patients; and (iv) the amount, if any, of Rebates to which Customer is entitled under the Statement of Available Services and the Service and Fee Schedule.

Claims for certain Generic Drugs ordered through Aetna Mail Order Delivery that cannot be purchased from manufacturers, wholesalers and other suppliers at reduced prices typical of multi-source generic drugs are paid by Aetna at the negotiated prices applicable to Brand Drugs ordered through Aetna Mail Order Pharmacy. Examples of these Generic Drugs include Brand Drugs that are incorrectly coded as generic by the drug pricing publication used by Aetna, trademarked Generic Drugs, any Generic Drug that is manufactured by one (1) manufacturer (or multiple manufacturers in the case of "authorized" Generic Drugs), and any Generic Drug that has an AWP price within twenty-five percent (25%) of the equivalent Brand Drug. Aetna excludes Aetna Mail Order Pharmacy claims for such Generic Drugs from the reconciliation of its standard pharmacy Discount and Dispensing Fee financial guarantees.

VI. Early Termination

Consequences of Early Termination

Without limiting Aetna's other rights or remedies, the following shall apply in the event this Statement of Available Services is terminated (i) by Customer without cause or (ii) by Aetna with cause pursuant to the Agreement:

Customer acknowledges and agrees that Aetna shall retain any Rebates earned by, but not yet paid to, Customer as of the effective date of the termination of the Statement of Available Services.

VII. Audit Rights

Customer or its duly authorized representatives shall, until the expiration of two (2) years after termination or expiration of the Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records, which are directly pertinent to the Plan and the Services for the purposes of making audits, examinations, excerpts and transcriptions. The costs of audit(s) reasonable in scope are included in Service Fees and there shall be no other costs for such audits. In the event Customer requests an audit that either (i) cannot be completed within a five (5) day period on Aetna's premises or (ii) containing a sample size in excess of 250 claim transactions, Customer shall reimburse Aetna for any reasonable incremental personnel costs Aetna incurs to fulfill the audit beyond such standard parameters. Customer would, under no circumstances, be charged for Aetna's costs of responding to follow-up inquiries, so long as such inquiries do not involve further on-site audit work. Customer 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. Customer shall give reasonable advance notice of intended audits.

In the ordinary course, audits of claim transactions will be conducted no more often than once per year and within two years following the period being audited. In the event such audits identify systemic or recurring issues that Customer wishes to investigate for prior periods, the parties will cooperate to conduct such investigations as Customer may reasonably request and Aetna's records for prior periods shall be freely available for such purposes. Audits of performance guarantees must be commenced in the year following the period to which the performance guarantee results apply.

Upon request, Aetna will provide Customer with a copy of the most recent SSAE 16 SOC 1 (type II) report, or successor report.

Aetna's agreements with pharmaceutical manufacturers are subject to confidentiality agreements. Any audit of Aetna's agreements with pharmaceutical manufacturers will be conducted by (a) one of the major public accounting firms (currently the "Big 4") approved by Aetna whose audit department is a separate stand-alone function of its business, or (b) a national CPA firm approved by Aetna whose audit department is a separate stand-alone function of its business. Pharmacy Auditors shall enter into an appropriate confidentiality agreement with, and acceptable to, Aetna prior to conducting any a rebate audit hereunder. Subject to the terms and limitations of this Statement of Available Services, the Agreement, and the Service and Fee Schedule including without limitation the general Pharmacy Audit terms and conditions set forth in this Section VII, Customer shall be entitled to audit Aetna's calculation of up to 15% of the Rebates received by Customer which are attributable to the drugs most highly utilized by Plan Participants. Aetna will share the relevant portions of the applicable formulary rebate contracts, including the manufacturer names, drug names and rebate percentages for the drugs being audited. The drugs to be audited will be selected by mutual agreement of the parties. The parties will reasonably cooperate to select drugs for each audit that (a) represent the fewest unique manufacturer rebate contracts required for audit so that the selected drugs represent a maximum of 15% of Customer's Rebates; and (b) are subject to manufacturer rebate agreements that do not contain restrictions prohibiting Aetna from disclosing to Customer portions of such contracts concerning the rebates, payments or fees payable there under (hereinafter the "**Rebate Contract Excerpts**"). Aetna will also provide access to all documents reasonably necessary to verify that Rebates have been invoiced, calculated, and paid by Aetna in accordance with this Statement of Available Services. Prior to the commencement of a Rebate verification audit, Aetna will provide to Customer a report identifying the drugs to be included in such audit. Customer is entitled to only one annual Rebate audit.

VIII. Fees

Administrative Fees are provided in conjunction with Aetna's Services relating to the Benefit Plan Design and summarized in the Service and Fee Schedule.

IX. Financial Guarantees

In conjunction with the Services provided by Aetna under this Statement of Available Services, Aetna shall provide any financial guarantees set forth in the Service and Fee Schedule.

X. Performance Guarantees

Any Performance Guarantees applicable to this Statement of Available Services are attached in the Performance Guarantee Appendix as referenced in the Agreement.

Service & Fee Schedule

Williamson County

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Benefit Plan

Effective Date 11/01/2014			
Benefit Plan			
Single Tier ⁽¹⁾			
Price Points		Participating Retail Pharmacy Network	Aetna Rx Home Delivery
Brand Drugs	Guaranteed AWP Discount	Year 1: AWP – 16.00%	Year 1: AWP – 24.00%
		Year 2: AWP – 16.10%	Year 2: AWP – 24.10%
		Year 3: AWP – 16.20%	Year 3: AWP – 24.20%
	Guaranteed Dispensing Fee / Rx	Year 1: \$1.40	Year 1: \$0.00
		Year 2: \$1.40	Year 2: \$0.00
		Year 3: \$1.40	Year 3: \$0.00
Generic Drugs	Guaranteed ⁽²⁾ AWP Discount	Year 1: AWP – 71.50% (overall, includes MAC and non-MAC)	Year 1: AWP – 73.50% (overall, includes MAC and non-MAC)
		Year 2: AWP – 71.70% (overall, includes MAC and non-MAC)	Year 2: AWP – 73.70% (overall, includes MAC and non-MAC)
		Year 3: AWP – 71.90% (overall, includes MAC and non-MAC)	Year 3: AWP – 73.90% (overall, includes MAC and non-MAC)
	Guaranteed Dispensing Fee / Rx	Year 1: \$1.40	Year 1: \$0.00
		Year 2: \$1.40	Year 2: \$0.00
		Year 3: \$1.40	Year 3: \$0.00
	⁽²⁾ Retail and Mail discount includes all generics (single-source and multi-source)		
Administrative Fee	The following administrative fee will apply:	Year 1: \$0.00 (PEPM)	
		Year 2: \$0.00 (PEPM)	
		Year 3: \$0.00 (PEPM)	
Rebates	Plan sponsor will receive the following minimum rebate guarantees:	Year 1: Greater of 100.00% or \$29.25 Per Brand Script	Year 1: Greater of 100.00% or \$76.25 Per Brand Script
		Year 2: Greater of 100.00% or \$30.50 Per Brand Script	Year 2: Greater of 100.00% or \$79.25 Per Brand Script
		Year 3: Greater of 100.00% or \$31.75 Per Brand Script	Year 3: Greater of 100.00% or \$83.00 Per Brand Script

⁽¹⁾To qualify for 3-tier rebates, the members in this plan must be covered by a plan design which contains at least three tiers, where the first tier consists of generic drugs, the second tier consists of preferred brand drugs, and the third tier consists of non-preferred brand drugs, with a minimum \$15.00 retail/\$30.00 mail order copay differential between the second and third tier, or in the case of co-insurance plans a minimum 1.5 times difference in the co-insurance percentage between the second and third tier (for example, if the second tier co-insurance is 20%, the third tier co-insurance must be at least 30%); for plans that have co-insurance with minimums, there must be a minimum \$15.00 retail/\$30.00 mail order copay differential between the second and third tier regardless of the co-insurance percentage; if there are copay maximums, the minimum copay on the third tier must be greater than the maximum copay on the second tier.

Aetna will adjudicate Claims through our retail pharmacy network at the lowest of U&C, MAC, or discounted AWP. Words beginning with capital letters shall have the meaning set forth in Section II of the Statement of Available Services. Any reference to "Member" shall mean a Plan Participant as defined in the Statement of Available Services.

Pricing Updates & New To Market Products

When new Specialty Products gain FDA approval, Aetna Pharmacy Management notifies Customer on a monthly basis of the availability and projected pricing of these Specialty Products. However, whether such Specialty Products will be included as Covered Services will depend on the Customer's Plan design. Aetna Pharmacy Management also notifies Customer on a monthly basis of limited distribution Specialty Products newly available through Aetna Specialty Pharmacy.

Aetna Specialty Pharmacy determines the pricing for new to market Specialty Products by considering various factors, such as acquisition cost, expected dosages, package sizes and utilization. In any case, such Specialty Products will have a minimum market introduction guarantee of AWP less 10%.

Producer Compensation

Aetna may pay a varying producer compensation to Customer's benefit consultant for services provided to Aetna or Customer and Customer acknowledges and consents to Aetna paying such producer compensation. Information regarding the producer compensation is available through the Customer's benefit consultant or Aetna.

Assumptions

The Service Fees and Services set forth herein are based on, among other things, the assumption that a total of 1,399 of Customer's employees will be receiving Covered Services through Aetna. If there is a change of greater than 15% of this enrollment or in the geographic, demographic or eligible mix of the population, Aetna reserves the right to revisit the structure and/or conditions of this Service and Fee Schedule.

For the purposes of Discounts, the savings percentage will be calculated by dividing the AWP less the ingredient cost for the drugs dispensed by the AWP for such drugs. For each eligible prescription-drug claim, Calculated Ingredient Cost will be calculated at the lesser of the applicable MAC, or AWP Discount price in determining the Discount achieved for purposes of calculating Discounts, including 100% Plan Participant Cost Share Claims at the applicable calculated Discount prior to the application of the Plan Participant Cost Share. Cost Share will be calculated on the basis of the rates charged to Customer by Aetna for Covered Services except as required by law to be otherwise.

Discount and Dispensing Fee guarantees shall not apply to Compound drug claims, claims that process at U&C, direct member reimbursement (DMR) claims, and claims for products dispensed by Aetna Specialty Pharmacy. Aetna reserves the right to exclude claims for over-the-counter products, supplies, vaccines, workers compensation claims, and in-house pharmacy or 340b claims from the discount and dispensing fee guarantees.

Rebates will be distributed on a Quarterly basis. Rebate allocations will be made within 180 days from the end of such allocation period. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. Customer shall adopt the Aetna Formulary in order to be eligible to receive Rebates as provided in the Service and Fee Schedule as set forth herein unless otherwise agree upon by Customer and Aetna. Rebates are paid on Specialty Products dispensed through Participating Pharmacies and covered under the Plan.

Rebate, Discount and Dispensing Fee Guarantees are based on the Plan in effect and as disclosed to Aetna during any Agreement Period. Accordingly, if Customer fails to disclose to Aetna that it employs, or intends to employ, a consumer driven health plan, major cost sharing changes, any utilization management program promoting Generic or OTC Drugs over Brand Drugs during any Agreement Period, Aetna reserves the right to adjust Guarantees.

Retail and Mail Order rebate guarantee components are measured individually and reconciled in aggregate on an annual basis.

Retail brand, retail generic, mail order brand and mail order generic discount guarantee components are measured individually and reconciled in aggregate on an annual basis.

Retail brand, retail generic, mail order brand and mail order generic dispensing fee guarantee components are

measured individually and reconciled in aggregate on an annual basis.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the plan sponsor. The pharmacy pricing that Aetna is presenting does not include any such plan sponsor liability.

Aetna reserves the right to make appropriate changes to these guarantees if (a) there are any significant changes in the composition of Aetna's pharmacy network or in Aetna's pharmacy network contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with Aetna, including but not limited to disruption in the retail pharmacy delivery model, and bankruptcy of a chain pharmacy, or (b) there is a change in government laws or regulations which have a significant impact on pharmacy claim costs, or (c) any material manufacturer rebate contracts with Aetna are terminated or modified in whole or in part, (d) there is any legal action or Law that materially affects or could materially affect the manner in which Aetna administers the rebate program, or if an existing Law is interpreted so as to materially affect or potentially have a material effect on Aetna's administration of the program, or (e) there is a material change in the Plan that is initiated by the Customer which impacts Aetna's costs.

Customer and Aetna agree that AWP, the underlying financial basis of the Statement of Available Services and this Service and Fee Schedule, may become modified or discontinued by means outside of the control of Customer and Aetna, thereby impairing the financial intent of the parties hereunder. In the event of such modification or discontinuance, the parties agree that Aetna, in order to preserve such financial intent, may opt to (i) change the AWP source from MediSpan to another AWP source, (ii) maintain the AWP as modified but make appropriate adjustments with Customer and/or Participating Pharmacies, or (iii) change the pricing index from AWP to another industry standard index, such as Wholesale Acquisition Cost. Aetna shall provide Customer with at least ninety (90) days written notice of the option taken by Aetna together with a sufficiently detailed explanation demonstrating how such option has preserved the parties' financial intent. If ninety (90) days notice is not practicable under the circumstances, Aetna shall provide notice as soon as practicable. If Customer disputes this explanation, the parties agree to cooperate in good faith to resolve such dispute.

If (a) Williamson County terminates the Agreement prior to the date the pharmacy rebate check is issued, or (b) the Agreement is terminated by Aetna for Williamson County's failure to meet its obligations to fund benefits or pay administrative fees (medical or pharmacy) under the Agreement, Aetna will be entitled to deduct deferred administrative fees or other plan expenses due to the termination date from any rebate check due Williamson County following the termination date. If the Aetna Pharmacy Management (APM) plan is terminated by Williamson County prior to October 31, 2017, Aetna will retain any rebates earned but not issued as of the APM cancellation date.

To the extent this Service and Fee Schedule is part of a proposal to Customer, the Service Fees and Services set forth herein are valid for 90 days from the date of such proposal. All guarantees and underlying conditions are subject and limited to Prescription Drugs dispensed by Participating Pharmacies.

Programs & Services

Aetna offers a comprehensive suite of trend and integrated health management programs and services. Below is a list, by product, of those services and programs that are available to Williamson County. This offering may change or be discontinued from time to time as we update our offering to meet the needs of the marketplace. Please note the following:

- Services and programs included in our quoted pricing are indicated as "Included"
- Services and programs that are optional are noted as "Included (upon customer request)." Additional fees are noted when applicable.

Pharmacy Programs and Services

Categories	Included / Optional
General Administration	
Implementation Services	Included
Account Management	Included
Customer Team Services	Included
Banking	Included
Standard Communication Materials	Included
ID Cards	Included
Eligibility	Included
Standard Reporting	Included
Network Administration	
Pharmacy Network Management	Included
Claim & Member Services	
Claim Administration	Included
Member Services	Included
Aetna Rx Home Delivery	Included
Patient Management	
Formulary Management (Aetna Formulary)	Included
Custom Formulary Management - rebates are subject to change upon review	\$1.00 PEPM if selected
Internet Services	
Aetna Navigator	Included
Public Site	Included
Secure Site (log in).	Included
Find-A-Pharmacy	Included
InteliHealth	Included
Safety	
Concurrent Drug Utilization Review (DUR)	Included
Point of Care Edits	Included
Safety Edits	Included
Expanded Age Edits	Included (upon customer request)
Expanded Gender Edits	Included (upon customer request)
Enhanced Safety Edits	Included (upon customer request)
Member Education and Value	
Controlled Substance Use Program	Included
Blood Glucose Monitor	Included
Prescription Savings Program	Included
ExtraCare® Health Card	Included (upon customer request)
Heart Care for Life	Included (upon customer request)
Migraine Management	Included (upon customer request)
Generic Solutions	
Brand to Generic Outreach	Included

Categories	Included / Optional
Generic Sampling	Included
Brand to Generic	Included
Generic Launch	Included
Aetna Rx Step	Included (upon customer request)
Specialty Solutions	
Specialty Utilization Management including National Precertification	Included
Aetna Specialty Health Care sm Management	Included
Retail to Specialty Outreach	Included
Aetna Specialty CareRx: (Choice of Open Network or Preferred Network) (Please refer to Aetna Specialty Pricing Addendum for Aetna Specialty Pharmacy Discounts and Dispensing Fees)	Included (upon customer request)
Adherence	
Aetna Rx Courtesy Start sm	Included
Aetna Rx AutoFill	Included (upon customer request)
Adherence to Drug Therapy	Included (upon customer request)
Aetna Pharmacy Advisor*	Included (upon customer request)
Aetna Pharmacy Advisor Diabetes Buy-Up Option*	\$0.13 Per Member Per Month
Aetna Pharmacy Advisor Diabetes and Cardiovascular Buy-Up Option*	\$0.26 Per Member Per Month
Aetna Pharmacy Advisor All Conditions Complete Buy-Up Option*	\$0.38 Per Member Per Month
Gaps in Care	Included (upon customer request)
Preventative and Chronic Drug List	Included (upon customer request)
*Requires Aetna Rx AutoFill and Adherence to Drug Therapy	
Access Solutions	
National Network	Included
Maintenance Choice® - Mandatory (Requires Mandatory Mail Order)*	Included (upon customer request)
Maintenance Choice® - Incentivized (Requires Incentivized Mail Order)*	Included (upon customer request)
Maintenance Choice® - Voluntary*	Included (upon customer request)
Aetna Rx Value Network*	Included (upon customer request)
Aetna Rx Preferred Network*	Included (upon customer request)
Aetna Rx Choice Network* (Includes National Network)	Included (upon customer request)
Extended Day Supply Network* (Includes National Network)	Included (upon customer request)
Retail to Mail Outreach	Included (upon customer request)
*cannot be offered together	
Clinical Management	
Smart Edit Technology Integrated Intelligence	Included
ePrior Authorization	Included
Programs Available at an Additional Charge	
Aetna Rx Check – Expanded Offering (Includes: Acute Frequency, Brand-to-Generic, High Utilization, Therapeutic Duplication, Patient Safety, Streamlining Therapy, Therapeutic Optimization, Length of Therapy, Maximum Dose, Prescription Cascade)	\$0.55 Per Employee Per Month
Save-A-Copay	Optional at \$1.00 Per Letter Per Targeted Member collected on a quarterly basis over the claim wire
Aetna Healthy Actions – Rx Claim Savings	

Categories	Included / Optional
○ Care Engine Powered Condition-Based	\$0.25 Per Employee Per Month
○ Care Engine Powered Drug-Based	\$0.15 Per Employee Per Month
○ Drug Class Driven (Rx Claims Logic Only)	\$0.15 Per Employee Per Month
Essentials Therapy Management Program	\$30.00 Per Occurrence (Prior Authorization)
○ Precertification	
○ Quantity Limits	
○ Dose Optimization	

Important Information About Aetna's Pharmacy Benefit Management Services

Other Payments

Aetna receives other payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates and which are paid separately to Aetna or designated third parties (e.g., mailing vendors, printers). These payments are to reimburse Aetna for the cost of various educational programs. These programs are designed to reinforce Aetna's goals of maintaining access to quality, affordable health care for Plan Participants and Customer. These goals are typically accomplished by educating physicians and Plan Participants about established clinical guidelines, disease management, appropriate and cost-effective therapies, and other information. Aetna may also receive payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates as compensation for bona fide services it performs, such as the analysis or provision of aggregated information regarding utilization of health care services and the administration of therapy or disease management programs.

These other payments are unrelated to the Prescription Drug Formulary Rebate arrangements, and serve educational as well as other functions. Consequently, these payments are not considered Rebates, and are not included in the Rebates provided to Customer, if any.

Late Payment Charges

If Williamson County fails to provide funds on a timely basis to cover benefit payments as provided in the Service and Fee Schedule, and/or fails to pay service fees on a timely basis provided in such Service and Fee Schedule, Aetna will assess interest as a late payment charge. Interest charges for any late payments shall be paid by Customer 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 Customer'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 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 addition, Aetna will make a charge to recover its costs of collection including reasonable attorney's fees.

The late payment charges described in this section are without limitation to any other rights or remedies available to Aetna under the Service and Fee Schedule or at law or in equity for failure to pay.

Participating Retail Pharmacy Network

Aetna contracts with Participating Retail Pharmacies directly or through a pharmacy benefit management ("PBM") subcontract to provide Customer and Plan Participants with access to Covered Services. The prices negotiated and paid by Aetna or PBM to Participating Retail Pharmacies vary among Participating Retail Pharmacies in Aetna's network, and can vary from one pharmacy product, plan or network to another.

Under the Statement of Available Service and Service and Fee Schedule, Customer and Aetna have negotiated and agreed upon a uniform or "lock-in" price to be paid by Customer for all Claims for Covered Services dispensed by Participating Retail Pharmacies. This uniform price may exceed or be less than the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services. Where the uniform price exceeds the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services, Aetna realizes a positive margin. In cases where the uniform price is lower than the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services, Aetna realizes a negative margin. Overall, lock-in pricing arrangements result in a positive margin for Aetna. Such margin is retained by Aetna in addition to any other fees, charges or other amounts agreed upon by Aetna and Customer, as compensation for the pharmacy benefit management services Aetna provides to Customer. Also, when Aetna receives payment from Customer before payment to a Participating Pharmacy or PBM, Aetna retains the benefit of the use of the funds between these payments.

Mail-Order and Specialty Covered Services

Covered Services may be provided by Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy. In such circumstances, Aetna Mail Order Pharmacy refers to Aetna Rx Home Delivery, LLC, and Aetna Specialty Pharmacy refers to Aetna Specialty Pharmacy, LLC, both of which are subsidiaries of Aetna that are licensed Participating Pharmacies. Aetna's negotiated reimbursement rates with Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy, which are the rates made available to Customer, generally are higher than the pharmacies' cost of fulfilling orders of Prescription Drugs and Specialty Products and providing Covered Services and therefore these pharmacies realize an overall positive margin for the Covered Services they provide. To the extent Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy purchase Prescription Drugs and Specialty Products for their own account, the cost therefor takes into account both up-front and retrospective purchase Discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors. Such purchase Discounts, credits and other amounts are negotiated by Aetna Mail Order Pharmacy, Aetna Specialty Pharmacy or their affiliates for their own account and are not considered Rebates paid to Aetna by manufacturers in connection with Aetna's Rebate program.

Pharmacy Audit Rights and Limitations

Aetna will share Rebate information with a qualified auditor under a strict confidentiality agreement that prohibits disclosure of such information to any third party, including Customer, and will not use such information for any purposes other than the Rebate audit. Auditor will be provided with the relevant portions of the applicable Formulary Rebate contracts, including, but not limited to, the manufacturer names, Prescription Drug names, details of all monies as defined by the term Rebate, and Rebate amounts for the Prescription Drugs being audited. The parties will reasonably cooperate to select Prescription Drugs for each audit that: (i) represent the fewest unique manufacturer Rebate contracts required for audit so that the selected drugs represent up to a maximum of 15% of Customer's Rebates; and (ii) are subject to manufacturer Rebate agreements that do not contain restrictions prohibiting Aetna from disclosing to Customer portions of such contracts concerning the Rebates, payments or fees payable thereunder. For purposes of this Section, the term "Aetna" as defined in Section III of the Statement of Available Services shall not include subcontractor.

In addition to the above stated auditor qualification, auditor must also have no conflict of interest or past business or other relationship which would prevent the auditor from performing an independent audit to conclusion. A conflict of interest includes, but is not limited to, a situation in which the audit agent: (i) is employed by an entity, or any affiliate of such entity, which is a competitor to Aetna's benefits or Claims administration business or Aetna's mail order or specialty pharmacy businesses; (ii) is affiliated with a vendor subcontracted by Aetna to adjudicate Claims or provide services in connection with Aetna's administration of benefits or provision of mail order or specialty pharmacy services. Auditors shall enter into an appropriate confidentiality agreement with, and acceptable to, Aetna prior to conducting any audit.

Customer is entitled to only one annual Rebate audit.

Claim audits are subject to the above referenced audit standards for Rebates in the case of a physical, on-site, Claim-based audit. In the case of electronic Claim audits that follow standard pharmacy benefit audit practices where electronic re-adjudication of Claims is requested and processed off-site, Customer may elect to audit 100% of Claims. Customer is entitled to only one annual Claim audit.

Maximum Allowable Cost ("MAC")

As part of the administration of Covered Services, Aetna maintains MAC Lists of Prescription Drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. Criteria for inclusion on a MAC List include whether the Prescription Drug has readily available Generic Drug equivalents and a cost basis that will allow for pricing below Brand Drug rates. Aetna maintains correlative MAC Lists based on current price references provided by drug data compendia, market pricing, availability information from Generic Drug manufacturers and other sources which are subject to change.

Aetna Specialty Pharmacy

Information regarding the pricing and limited distribution or restricted access of Specialty Products is set forth in Addendum I to this Service and Fee Schedule.

Aetna Specialty Pharmacy Williamson County

ADDENDUM I (AETNA SPECIALTY PHARMACY)

Aetna Specialty Pharmacy

Except for the specific items listed in the Exceptions or Limited Distribution tables below, Specialty Products will have the following Discounts:

Distribution Channel	Standard Discounts	Dispensing Fee
Preferred	AWP - 13.50%	\$0.00

Specialty Products will not be available through Aetna Rx Home Delivery.

Limited Distribution Drugs

Some Specialty Products may be subject to limited distribution or restricted access. This means that certain Specialty Products may only be available at one or a limited number of pharmacies. Limited distribution is generally due to (i) the FDA imposing restrictions on the distribution of a Specialty Product to certain pharmacies and (ii) special handling, coordination of care or patient education that cannot be handled by all pharmacies. While most Specialty Products may be ordered through Aetna Specialty Pharmacy, the Specialty Products listed below are currently not available. However, if Aetna receives a prescription order for any of these Specialty Products, it will transfer the order to a Participating Pharmacy where the Specialty Products are available and inform the prescribing physician and Plan Participant of same.

Limited Distributed Products		
ADAGEN	IRESSA	SABRIL
ARALAST	OFORTA	SUCRAID
ARCALYST	ONSOLIS	TIKOSYN
BERINERT	ORFADIN	TYVASO
CINRYZE	ORTHOCLONE	VENTAVIS
CYSTADANE	PROLASTIN	VISUDYNE
ELAPRASE	PROMACTA	XENAZINE
EXJADE	REMODULIN	XYREM
FLOLAN	RETISERT	ZAVESCA
ILARIS	RIASTAP	ZEMAIRA
IMPLANON		

Exceptions To Standard Pricing

The following Specialty Products have the Discounts shown for the Preferred distribution channel.

Therapeutic Category	Drug Name	Medication Form	Network	
			AWP Discount	Dispensing Fee
ANEMIA	ARANESP	INJ	12.50%	\$0.00
ANEMIA	ATGAM	INJ	13.50%	\$0.00
ANEMIA	EPOGEN	INJ	13.50%	\$0.00
ANEMIA	INFED	INJ	13.50%	\$0.00
ANEMIA	NIFEREX	OR	12.50%	\$1.75
ANEMIA	PROCRIT	INJ	13.50%	\$0.00
ANEMIA	REVLIMID	OR	12.50%	\$1.75
ANEMIA	VENOFER	INJ	13.50%	\$0.00
ASTHMA	PULMOZYME	INJ	13.50%	\$0.00
ASTHMA	TOBI	OR	12.50%	\$1.75
ASTHMA	XOLAIR	INJ	12.50%	\$0.00

Therapeutic Category	Drug Name	Medication Form	Network	
			AWP Discount	Dispensing Fee
COLONY STIMULANT	LEUKINE	INJ	12.50%	\$0.00
COLONY STIMULANT	MOZOBIL	INJ	13.50%	\$0.00
COLONY STIMULANT	NEUMEGA	INJ	13.50%	\$0.00
COLONY STIMULANT	NEULASTA	INJ	11.50%	\$0.00
COLONY STIMULANT	NEUPOGEN	INJ	13.50%	\$0.00
CROHN'S DISEASE	CIMZIA	INJ	13.50%	\$0.00
CROHN'S DISEASE	REMICADE	INJ	13.50%	\$0.00
DEEP VEIN THROMBOSIS	ARIKTRA	INJ	13.50%	\$0.00
DEEP VEIN THROMBOSIS	FRAGMIN	INJ	13.50%	\$0.00
DEEP VEIN THROMBOSIS	HEPARIN	INJ	13.50%	\$0.00
DEEP VEIN THROMBOSIS	INNOHEP	INJ	13.50%	\$0.00
DEEP VEIN THROMBOSIS	LOVENOX	INJ	11.50%	\$0.00
ENZYME REPLACEMENT	ALDURAZYME	INJ	12.50%	\$0.00
ENZYME REPLACEMENT	CEREZYME	INJ	11.50%	\$0.00
ENZYME REPLACEMENT	FABRAZYME	INJ	10.25%	\$0.00
GROWTH HORMONE	GENOTROPIN	INJ	10.50%	\$0.00
GROWTH HORMONE	HUMATROPE	INJ	13.50%	\$0.00
GROWTH HORMONE	NORDITROPIN	INJ	13.50%	\$0.00
GROWTH HORMONE	NUTROPIN	INJ	12.50%	\$0.00
GROWTH HORMONE	PROTROPIN	INJ	17.00%	\$0.00
GROWTH HORMONE	SAIZEN	INJ	11.50%	\$0.00
GROWTH HORMONE	SEROSTIM	INJ	12.50%	\$0.00
GROWTH HORMONE	SOMATULINE DEPOT	INJ	13.50%	\$0.00
GROWTH HORMONE	SUPPRELIN LA KIT	IMPL	13.50%	\$0.00
GROWTH HORMONE	TEV-TROPIN	INJ	17.00%	\$0.00
GROWTH HORMONE	ZORBTIVE	INJ	13.50%	\$0.00
HEMOPHILIA	ADVATE	INJ	27.00%	\$0.00
HEMOPHILIA	ALPHANATE	INJ	29.25%	\$0.00
HEMOPHILIA	BENEFIX	INJ	14.50%	\$0.00
HEMOPHILIA	FEIBA	INJ	37.50%	\$0.00
HEMOPHILIA	HELIXATE	INJ	31.00%	\$0.00
HEMOPHILIA	HEMOFIL	INJ	37.50%	\$0.00
HEMOPHILIA	HUMATE - P	INJ	9.25%	\$0.00
HEMOPHILIA	KOGENATE	INJ	42.50%	\$0.00
HEMOPHILIA	MONARC	INJ	29.25%	\$0.00
HEMOPHILIA	MONOCLATE	INJ	29.25%	\$0.00
HEMOPHILIA	MONONINE	INJ	27.00%	\$0.00
HEMOPHILIA	NOVOSEVEN	INJ	29.25%	\$0.00
HEMOPHILIA	PROPLEX T	INJ	14.00%	\$0.00
HEMOPHILIA	RECOMBINATE	INJ	29.25%	\$0.00
HEMOPHILIA	STIMATE	INJ	12.50%	\$0.00
HEMOPHILIA	XYNTHA	INJ	29.25%	\$0.00
HEMOPHILIA	ALL OTHER HEMOPHILIA NOT LISTED ABOVE	INJ	11.50%	\$0.00

Therapeutic Category	Drug Name	Medication Form	Network	
			AWP Discount	Dispensing Fee
HEPATITIS	ALFERON	INJ	13.50%	\$0.00
HEPATITIS	BAYGAM	INJ	11.50%	\$0.00
HEPATITIS	COPEGUS	OR	12.50%	\$1.75
HEPATITIS	INFERGEN	INJ	17.00%	\$0.00
HEPATITIS	HEPSERA	INJ	13.50%	\$0.00
HEPATITIS	NABI HB	INJ	13.50%	\$0.00
HEPATITIS	PEG INTRON	INJ	13.50%	\$0.00
HEPATITIS	PEGASYS	INJ	13.50%	\$0.00
HEPATITIS	REBETOL	OR	12.50%	\$1.75
HEPATITIS	REBETRON	INJ	18.00%	\$0.00
HEPATITIS	RIBAVIRIN (Generic)	OR	MAC	\$1.75
HEPATITIS	ROFERON-A	INJ	12.50%	\$0.00
HEPATITIS B	TYZEKA	OR	12.50%	\$1.75
HIV / AIDS	ATRIPLA	OR	12.50%	\$1.75
HIV / AIDS	FOSCAVIR	INJ	17.00%	\$0.00
HIV / AIDS	FUZEON	INJ	13.50%	\$0.00
HIV / AIDS	ISENTRESS	OR	12.50%	\$1.75
HIV / AIDS	VISTIDE	INJ	13.50%	\$0.00
IMMUNODEFICIENCY SYNDROME	CARIMUNE	INJ	38.00%	\$0.00
IMMUNODEFICIENCY SYNDROME	FLEBOGAMMA	INJ	35.00%	\$0.00
IMMUNODEFICIENCY SYNDROME	GAMIMUNE	INJ	17.00%	\$0.00
IMMUNODEFICIENCY SYNDROME	GAMMAGARD S/D	INJ	42.50%	\$0.00
IMMUNODEFICIENCY SYNDROME	GAMMAGARD LIQUID	INJ	29.25%	\$0.00
IMMUNODEFICIENCY SYNDROME	GAMUNEX	INJ	27.00%	\$0.00
IMMUNODEFICIENCY SYNDROME	PANGLOBULIN	INJ	38.00%	\$0.00
IMMUNODEFICIENCY SYNDROME	POLYGAM	INJ	48.00%	\$0.00
IMMUNODEFICIENCY SYNDROME	PRIVIGEN	INJ	11.50%	\$0.00
IMMUNODEFICIENCY SYNDROME	RHOGAM PLUS	INJ	13.50%	\$0.00
IMMUNODEFICIENCY SYNDROME	THYMOGLOBULIN	INJ	13.50%	\$0.00
IMMUNODEFICIENCY SYNDROME	VIVAGLOBIN	INJ	37.50%	\$0.00
IMMUNODEFICIENCY SYNDROME	WINRHO SDF	INJ	13.50%	\$0.00
IMMUNODEFICIENCY SYNDROME	ALL OTHER IVIG NOT LISTED ABOVE	INJ	11.50%	\$0.00
IMMUNOSUPPRESSION W/TRANSPLANT	ALPRAZOLAM	OR	16.00%	\$1.75

Therapeutic Category	Drug Name	Medication Form	Network	
			AWP Discount	Dispensing Fee
IMMUNOSUPPRESSION W/TRANSPLANT	AZATHIOPRINE	OR	16.00%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	CELLCEPT	OR	12.50%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	CYCLOSPORINE	OR	16.00%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	CYTOGAM	INJ	12.50%	\$0.00
IMMUNOSUPPRESSION W/TRANSPLANT	GENGRAF	OR	12.50%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	IMURAN	OR	12.50%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	KEPIVANCE	INJ	13.50%	\$0.00
IMMUNOSUPPRESSION W/TRANSPLANT	MYFORTIC	OR	12.50%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	NEORAL	OR	12.50%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	PROGRAF	OR	12.50%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	PROGRAF	INJ	12.50%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	RAPAMUNE	OR	12.50%	\$1.75
IMMUNOSUPPRESSION W/TRANSPLANT	SANDIMMUNE	INJ	12.50%	\$0.00
IMMUNOSUPPRESSION W/TRANSPLANT	SANDIMMUNE	SOL	12.50%	\$0.00
IMMUNOSUPPRESSION W/TRANSPLANT	SANDIMMUNE	OR	12.50%	\$1.75
INFERTILITY	BRAVELLE	INJ	21.75%	\$0.00
INFERTILITY	CETROTIDE	INJ	16.75%	\$0.00
INFERTILITY	CHORIONIC GONADOTROPIN	INJ	16.75%	\$0.00
INFERTILITY	FOLLISTIM AQ	INJ	13.50%	\$0.00
INFERTILITY	GANIRELIX	INJ	16.75%	\$0.00
INFERTILITY	GONAL F	INJ	12.50%	\$0.00
INFERTILITY	LEUPROLIDE KIT	INJ	27.00%	\$0.00
INFERTILITY	LUVERIS	INJ	21.75%	\$0.00
INFERTILITY	MENOPUR	INJ	21.75%	\$0.00
INFERTILITY	NOVAREL	INJ	16.50%	\$0.00
INFERTILITY	OVIDREL	INJ	16.50%	\$0.00
INFERTILITY	PREGNYL	INJ	21.75%	\$0.00
INFERTILITY	REPRONEX	INJ	21.75%	\$0.00
LHRH AGONIST	LUPRON	INJ	13.50%	\$0.00
LHRH AGONIST	LUPRON DEPOT	INJ	13.50%	\$0.00
LHRH AGONIST	PLENAXIS	INJ	13.50%	\$0.00
LHRH AGONIST	ZOLADEX	INJ	24.00%	\$0.00

Therapeutic Category	Drug Name	Medication Form	Network	
			AWP Discount	Dispensing Fee
MULTIPLE SCLEROSIS	AVONEX	INJ	12.50%	\$0.00
MULTIPLE SCLEROSIS	BETASERON	INJ	11.50%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE	INJ	12.50%	\$0.00
MULTIPLE SCLEROSIS	EXTAVIA	INJ	11.50%	\$0.00
MULTIPLE SCLEROSIS	MYOBLOC	INJ	13.50%	\$0.00
MULTIPLE SCLEROSIS	REBIF	INJ	12.50%	\$0.00
MULTIPLE SCLEROSIS	TYSABRI	INJ	13.50%	\$0.00
NEUROLOGY	BOTOX	INJ	9.25%	\$0.00
NEUROLOGY	CEREBYX	INJ	17.00%	\$0.00
NEUROLOGY	DYSPORT	INJ	11.50%	\$0.00
NEUROLOGY	CLONAZEPAM	OR	16.00%	\$1.75
NEUROLOGY	LIORESAL INTRATHECAL	INJ	17.00%	\$0.00
ONC - ANTIEMETIC	ANZEMET	INJ	13.50%	\$0.00
ONC - ANTIEMETIC	ATROPINE	INJ	13.50%	\$0.00
ONC - ANTIANEMIC	CYANOCOBALAMIN	INJ	13.50%	\$0.00
ONC - ANTIEMETIC	DELTASONE	OR	16.00%	\$1.75
ONC - ANTIEMETIC	DEXAMETHASONE	INJ	13.50%	\$0.00
ONC - ANTIEMETIC	EMEND	INJ	15.00%	\$0.00
ONC - ANTIEMETIC	HYDROXYZINE	OR	13.50%	\$1.75
ONC - ANTIEMETIC	KYTRIL	INJ	16.00%	\$0.00
ONC - ANTIEMETIC	METHYLPREDNISOLONE	INJ	13.50%	\$0.00
ONC - ANTIEMETIC	PROCHLORAPERAZINE - CPD	INJ	17.00%	\$0.00
ONC - ANTIEMETIC	TIGAN	OR	13.50%	\$1.75
ONC - ANTIEMETIC	ZOFRAN	OR	12.50%	\$1.75
ONC - ANTIHYPERCALCEMIC	PAMIDRONATE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	ALOXI	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	ARIMIDEX	OR	12.50%	\$1.75
ONC - CHEMOTHERAPY	AVASTIN	INJ	10.25%	\$0.00
ONC - CHEMOTHERAPY	BCG LIVE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	BLEOMYCIN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	CAMPTOSAR	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	CASODEX	OR	12.50%	\$1.75
ONC - CHEMOTHERAPY	COSMEGEN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	CYTARABINE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	CYTOXAN	INJ	12.50%	\$0.00
ONC - CHEMOTHERAPY	DAUNORUBICIN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	DOXIL	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	DOXORUBICIN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	ELITEK	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	ELIGARD	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	ELOXATIN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	ERBITUX	INJ	13.50%	\$0.00

Therapeutic Category	Drug Name	Medication Form	Network	
			AWP Discount	Dispensing Fee
ONC - CHEMOTHERAPY	ETHYOL	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	ETOPOSIDE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	FASLODEX	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	GEMZAR	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	GLEEVEC	OR	10.50%	\$1.75
ONC - CHEMOTHERAPY	HERCEPTIN	INJ	10.50%	\$0.00
ONC - CHEMOTHERAPY	HYCANTIN	OR	12.50%	\$1.75
ONC - CHEMOTHERAPY	HYCANTIN	INJ	12.50%	\$0.00
ONC - CHEMOTHERAPY	HYDROXYUREA	OR	16.00%	\$1.75
ONC - CHEMOTHERAPY	INTRON A	INJ	12.50%	\$0.00
ONC - CHEMOTHERAPY	LEUCOVORIN	OR	13.50%	\$1.75
ONC - CHEMOTHERAPY	MERCAPTOPURINE	OR	16.00%	\$1.75
ONC - CHEMOTHERAPY	METHOTREXATE	INJ	12.50%	\$0.00
ONC - CHEMOTHERAPY	MUSTARGEN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	MITOMYCIN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	NAVELBINE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	NEXAVAR	OR	13.50%	\$1.75
ONC - CHEMOTHERAPY	NOVANTRONE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	OCTREOTIDE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	PACLITAXEL	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	PARAPLATIN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	PROLEUKIN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	RITUXAN	INJ	12.50%	\$0.00
ONC - CHEMOTHERAPY	TAMOXIFEN	OR	16.00%	\$1.75
ONC - CHEMOTHERAPY	TARCEVA	OR	11.50%	\$1.75
ONC - CHEMOTHERAPY	TAXOTERE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	TEMODAR	OR	12.50%	\$1.75
ONC - CHEMOTHERAPY	THALOMID	OR	12.50%	\$1.75
ONC - CHEMOTHERAPY	TICE BCG	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	SANDOSTATIN	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	SUTENT	OR	14.50%	\$1.75
ONC - CHEMOTHERAPY	VELCADE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	VINCRISTINE	INJ	13.50%	\$0.00
ONC - CHEMOTHERAPY	VOTRIENT	OR	12.50%	\$1.75
ONC - CHEMOTHERAPY	XELODA	OR	12.50%	\$1.75
ONC - CHEMOTHERAPY	ZENAPAX	INJ	13.50%	\$0.00
ONC - DIURETIC	MANNITOL	INJ	13.50%	\$0.00
ONC - HEMATOPOIETIC	NEULASTA	INJ	11.50%	\$0.00
ONC - HYPERCALCEMIC	AREDIA	INJ	17.00%	\$0.00
ONC - HYPERCALCEMIC	ZOMETA	INJ	13.50%	\$0.00
OSTEOARTHRITIS	EUFLEXXA	INJ	13.50%	\$0.00
OSTEOARTHRITIS	HYALGAN	INJ	13.50%	\$0.00
OSTEOARTHRITIS	ORTHOVISC	INJ	13.50%	\$0.00

Therapeutic Category	Drug Name	Medication Form	Network	
			AWP Discount	Dispensing Fee
OSTEOARTHRITIS	SUPARTZ	INJ	17.00%	\$0.00
OSTEOARTHRITIS	SYNVISC	INJ	13.50%	\$0.00
OSTEOPOROSIS	FORTEO	INJ	11.50%	\$0.00
OTHER	ACTHAR GEL	INJ	13.50%	\$0.00
OTHER	KUVAN	OR	13.50%	\$1.75
OTHER	INCRELEX	INJ	13.50%	\$0.00
OTHER	LUCENTIS	INJ	11.50%	\$0.00
OTHER	RECLAST	INJ	13.50%	\$0.00
OTHER	RETISERT	INJ	17.00%	\$0.00
OTHER	ROCEPHIN	INJ	13.50%	\$0.00
OTHER	SOMAVERT	INJ	13.50%	\$0.00
OTHER	THYROGEN	INJ	10.50%	\$0.00
OTHER	VIVITROL	INJ	10.50%	\$0.00
OTHER	ALL OTHER INJECTABLE DRUGS NOT LISTED	INJ	13.50%	\$0.00
OTHER	TRADITIONAL ORALS, CREAMS & INHALERS	OR	12.50%	\$1.75
OTHER	COMPOUNDED MEDICATIONS & SUPPOSITORIES		16.00%	\$11.75
PARKINSONS	APOKYN	INJ	13.50%	\$0.00
PSORIASIS	AMEVIVE	INJ	13.50%	\$0.00
PSORIASIS	SORIATANE KIT	OR	12.50%	\$1.75
PSORIASIS	STELARA	INJ	11.50%	\$0.00
PULMONARY ARTERIAL HYPERTENSION	ADCIRCA	OR	16.00%	\$1.75
PULMONARY ARTERIAL HYPERTENSION	LETAIRIS	OR	12.50%	\$1.75
PULMONARY ARTERIAL HYPERTENSION	TRACLEER	OR	13.50%	\$1.75
PULMONARY FIBROSIS	ACTIMMUNE	INJ	12.50%	\$0.00
RHEUMATOID ARTHRITIS	ENBREL	INJ	12.50%	\$0.00
RHEUMATOID ARTHRITIS	HUMIRA	INJ	12.50%	\$0.00
RHEUMATOID ARTHRITIS	HYDROXYCHLOROQUINE	OR	16.00%	\$1.75
RHEUMATOID ARTHRITIS	KINERET	INJ	13.50%	\$0.00
RHEUMATOID ARTHRITIS	MYOCHRYSLINE	INJ	17.00%	\$0.00
RHEUMATOID ARTHRITIS	ORENCIA	INJ	13.50%	\$0.00
RHEUMATOID ARTHRITIS	SIMPONI	INJ	13.50%	\$0.00
RSV	SYNAGIS	INJ	13.50%	\$0.00

Note: This list will be updated from time to time and may include adjunct therapies used in the treatment of complex conditions. For drugs where an AB-rated generic equivalent is available, the pricing will be according to the current MAC list.

**HEALTH CARE/DEPENDENT CARE
FLEXIBLE SPENDING ACCOUNT
STATEMENT OF AVAILABLE SERVICES
EFFECTIVE November 1, 2014
MASTER SERVICES AGREEMENT No. MSA-866349**

Subject to the terms and conditions of the Services Agreement, the Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to Section 6 of the Master Services Agreement) will be provided by Aetna. Additional Services may be provided at Customer's written request under the terms of the Services Agreement. This Statement of Available Services ("SAS") shall supersede any previous SAS or other document describing the Services.

I. Excluded and/or Superseded Provisions of the Master Service Agreement:

- Section 4 ("Standard of Care") is excluded and replaced by Section IV of this SAS (with respect to Dependent Care only);
- Section 6 ("Service Fees), second paragraph, is excluded and replaced by Section V of this SAS;
- Section 7(D) ("Responsibilities on Termination") is excluded and replaced by Section VI of this SAS;
- Section 12 (Audit Rights") is superseded by this SAS, but only with respect to the size of the audit sample, which shall be 150 claims;
- Section 13 ("Recovery of Overpayments") is excluded and replaced by Section VII of this SAS;
- Section 18 ("Non-Aetna Networks") does not apply with respect to the Services pursuant to this SAS.

II. Fiduciary Duty

It is understood and agreed that the Customer retains complete authority and responsibility for the Plan, its operation, and the benefits provided there under, and that Aetna is empowered to act on behalf of Customer in connection with the Plan only to the extent expressly stated in the Services Agreement or as agreed to in writing by Aetna and Customer. Customer has the sole and complete authority to determine eligibility of persons to participate in the Plan.

Customer and Aetna agree that with respect to applicable state law, Aetna will be the "appropriate named fiduciary" with respect to the Health Care FSA and the Dependent Care FSA for the purpose of reviewing denied claims under the Health Care FSA and the Dependent Care FSA. Customer understands that the performance of fiduciary duties necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, Customer hereby delegates to Aetna discretionary authority to determine entitlement to benefits under the applicable Plan Documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. It is also agreed that, as between Customer and Aetna, Aetna's decision on any claim is final and that Aetna has no other fiduciary responsibility under applicable state law.

III. Administration Services:

A. Member and Claim Services:

1. Requests for Plan benefit payments for claims shall be made to Aetna on forms or other appropriate means approved by Aetna. Such forms (or other appropriate means) may include a consent to the release of medical, claims, and administrative records and information to Aetna. Aetna will process and pay the claims for Plan benefits incurred after the Effective Date using Aetna's normal claim determination, payment and audit procedures and applicable cost control standards in a manner consistent with the terms of the Plan and the Services Agreement.
2. Whenever it is determined that benefits and related charges are payable under the Plan, Aetna will issue a payment of such benefits and related charges on behalf of Customer. Funding of Plan benefits and related charges shall be made as provided in Section 8 ("Benefit Funding") of the Master Services Agreement.
3. Following an adverse benefit determination of a claim during its initial submission, Aetna shall issue a written notification of its decision to the Plan Participant consistent with Department of Labor ("DOL") regulations or other prevailing law, which shall include: the basis for the adverse benefit determination; reference to the specific Plan provisions on which the determination is based; a description of additional information which may be required in order to perfect the claim; how to formally appeal the claim; and a general statement of rights under the Plan or prevailing law.
4. Upon receipt of an appeal by a Plan Participant, Aetna shall conduct a review of the claim consistent with the applicable law. In the event the adverse benefit determination is upheld on appeal, Aetna shall issue written notice to the Plan Participant which shall include, but is not limited to, the following: the basis for the adverse benefit determination; reference to the specific plan provision on which the adverse benefit determination is based; and a statement outlining other rights available under the Plan or prevailing law. Customer hereby delegates to Aetna discretionary authority to render benefit determinations and otherwise interpret terms of the Plan following the initial claim submission and on appeal.
5. Aetna shall provide customer service support for Plan Participants by toll free telephone, Monday through Friday, during the hours of 8 AM and 6 PM.

B. Plan Sponsor Services:

1. Aetna will assign an Account Executive to Customer's account. The Account Executive will be available to assist Customer in connection with the general administration of the Services, ongoing communications with Customer and assistance in claims administration and record-keeping systems for Customer's ongoing operation of the Plan.
2. Upon request by Customer and consent by Aetna, Aetna will implement changes in claims administration consistent with Customer's modifications of its Plan. A charge may be assessed for implementing such changes. Customer's administration services fees, as set forth in the Service and Fee Schedule, will be revised if the foregoing amendments or modifications increase Aetna's costs.

3. Aetna shall prepare the following standard accounting reports in accordance with the benefit-account structure for use by Customer in the financial management and administrative control of the Plan benefits:
 - (a) Monthly accounting reports which show:
 - (i) reimbursements made to members under the Plan, and
 - (ii) current month and year-to-date plan contributions.
 - (b) Upon Customer request, quarterly or semi-annual negative balance reports, if appropriate, under the Plan.
 - (c) Annual plan closeout benefit payment reports in tape or paper format which include the following information by employee and in aggregate:
 - (i) total employee deposits,
 - (ii) total expense reimbursement,
 - (iii) final account balance,
 - (iv) monthly listing of checks cleared and funds called from Employer account, and
 - (v) issued but unpaid benefits,
 - (vi) Upon Customer request, negative balance reports.
4. Aetna shall provide the Customer account activity statements for each Employee at a schedule agreed upon between Aetna and Customer. Such statements will include the following information:
 - (a) Total contributions,
 - (b) Total reimbursed expenses, and
 - (c) Remaining account balance.
5. Aetna shall develop and install all agreed-upon administrative and record keeping systems.
6. As to the Health Care portion, if Customer has elected to allow the use of debit cards with respect to the FSA, Aetna shall provide the capability for FSA participants to pay for health care FSA-eligible expenses using debit card technology, including the production of FSA debit cards and claim streamlining capabilities.
7. Aetna shall design and install a benefit-account structure separately by class of Employees, division, subsidiary, associated company, or other classification desired by Customer.
8. Aetna shall assist Customer with regard to plan design and underwriting issues in connection with benefit revisions, additions of new benefits and extensions of coverage to new Employees and their Dependents.

9. Aetna will provide assistance in connection with the initial set up and design of Customer's Plan, subject to the direction, review and approval by Customer. Customer shall have the final and sole authority regarding the benefits and provisions of the self-insured portion of the Plan, as outlined in Customer's Plan document. Customer acknowledges its responsibility to review and approve all Plan documents and revisions thereto and to consult with Customer's legal counsel, at its discretion, in connection with said review and approval. Aetna shall have no responsibility or liability for the content of any of Customer's Plan documents, regardless of the role Aetna may have played in the preparation of such documents.
10. Upon request of Customer, Aetna will provide Customer with information reasonably available to Aetna which is reasonably necessary for Customer to prepare reports for the United States Internal Revenue Service and Department of Labor.
11. Upon request of Customer, Aetna shall prepare an Aetna standard Plan description, including benefit revisions, additions of new benefits, and extension of coverage under the Plan. If the Customer elects to have an Aetna non-standard Plan description, Aetna will provide a custom Plan description with all costs borne by Customer.
12. Upon request of Customer, Aetna will review Customer prepared employee Plan descriptions, subject to the Customer's final and sole authority regarding benefits and provisions in the self-insured portion of the Plan. Aetna shall have no responsibility or liability for the content of any of Customer's Plan description, regardless of the role Aetna may have played in the preparation of such description.
13. Upon request by Customer, Aetna will arrange for the printing of Plan descriptions, with all costs borne by Customer.
14. Upon request by Customer, Aetna will arrange for the custom printing of forms, with all costs borne by Customer.

IV. Standard of Care

Aetna will discharge its obligations under the Services Agreement for the Dependent Care portion with that level of reasonable care which a similarly situated Services provider would exercise under similar circumstances. In connection with its fiduciary powers and duties hereunder, Aetna shall observe the standard of care and diligence required of a fiduciary under applicable state law.

V. Service Fees

Second paragraph: Aetna shall submit to the Customer on a monthly basis a statement showing the installation fee and monthly fees due for each month of the Agreement Period. For each month, the fee may consist of the monthly administrative fee or any other fee applicable for that month. The fee is due and payable on the date shown on such statement (the "Payment Due Date").

VI. Responsibilities on Termination

Upon termination of the Services described in this Flexible Spending Account SAS for any reason other than termination under Section 7 (C) (2), Aetna may be requested by Customer, and Aetna may agree, to continue processing runoff claims for Plan benefits that were incurred prior to but not processed as of the termination date which are received by Aetna no later than the Last Claim Received Date, as defined in the Appendix attached to this SAS. Aetna will be entitled to the same fees (as shown in the Service and Fee Schedule) as were in effect on the date the SAS terminated. The procedures and obligations described in the Services Agreement, to the extent applicable, shall survive the termination of the Services Agreement and remain in effect with respect to such claims. Benefit payments processed by Aetna with respect to such claims which are pending or disputed will be handled to their conclusion by Aetna and the procedures and obligations described in this Services Agreement, to the extent applicable, shall survive the expiration date with respect to such claims. Requests for benefit payments received after the Plan Close Out Date will be returned to the Customer or, upon its direction, to a successor administrator at the Customer's expense.

Customer will be liable for all Plan benefit payments made by Aetna in accordance with the preceding paragraph (D) following the termination date or which are outstanding on the termination date. Customer will continue to fund Plan benefit payments through the banking arrangement described in Section 8 ("Benefit Funding") of this Master Services Agreement and agrees to instruct its bank to continue to make funds available until all outstanding benefit payments have been funded by Customer or until such time as mutually agreed upon by Aetna and Customer (e.g., Customer's wire line and bank account from which the Bank requests funds must remain open for one (1) year after runoff processing ends, two (2) years after termination).

Upon termination of the SAS and provided all Service Fees have been paid, Aetna will release to Customer or to a successor administrator, in Aetna's standard format, all claim data, records and files within thirty-one (31) days following the termination date. All reasonable costs associated with the release of data, records and files from Aetna to Customer shall be paid by Customer. Except as otherwise provided herein, any claims received by Aetna after the termination date will be forwarded to Customer or to the provider at Customer's expense; Aetna will bear no responsibility with respect to such claims.

VII. Recovery of Overpayments

The parties will cooperate fully to make reasonable efforts to recover overpayments of Plan benefits. If it is determined that any payment has been made by Aetna to or on behalf of an ineligible person or it is determined that more than the appropriate amount has been paid, Aetna shall undertake good faith efforts to recover the erroneous payment. For the purpose of this provision, "good faith efforts" means that Aetna will contact the responsible party twice via letter to try to make the recovery. Except as stated in this section, Aetna has no other duties with respect to the recovery of overpayments.

Overpayments must be determined by direct proof of specific claims. Indirect or inferential methods of proof – such as statistical sampling, etc. – may not be used to determine overpayments. In addition, application of only software may not be used to determine overpayments.

VIII. Performance Guarantees

Any Performance Guarantees applicable to Aetna's provision of Services provided pursuant to this SAS are displayed in Appendix II to the Services Agreement.

IX. Fees

The following Administrative Fees are provided in conjunction with Aetna's Services relating to the Health Care FSA and Dependent Care FSA. All Administrative Fees from this SAS are summarized in the following Service and Fee Schedule.

SERVICE AND FEE SCHEDULE

Customer hereby elects to receive the Services designated below. The corresponding Administrative Fees effective for the period beginning November 1, 2014 and ending October 31, 2015 are specified below. They shall be amended for future periods, in accordance with Section 6 of the Master Services Agreement.

Fees for services performed by Aetna in accordance with the SAS will be determined by Aetna in accordance with the following:

1. In General. Fees for standard services as described in the SAS consist of (a) an installation fee, (b) a monthly administration fee, and (c) other fees. The corresponding Fees effective for the period beginning November 1, 2014 and ending October 31, 2015 shall be as follows:

Services	Service Fees
Installation	\$ 2,000
Monthly Administration Fee	\$ 5.45 Per Participant/Per Month
Other Fees	\$ 150 Per Month (Minimum Monthly Billing)

The one time Installation Fee above is priced according to health care flexible spending account participation and dependent care flexible account participation as of the Effective Date. The Installation Fee is payable in full with the first monthly bill.

In general, the number of Plan Participants on which the per-Participant-per-month fee is based for any month is the sum of (1) the number of Plan Participants on the first day of the Plan Year plus (2) the number of Plan Participants that have been added during the Agreement Period. This number is determined as of the first day of each month of the Agreement Period and any Transition Period, as defined in the Appendix to this SAS. Plan Participants who terminate during an Agreement Period are included in the Plan Participant count for purposes of determining the monthly per Participant fee. The Plan Participant count may also include at Aetna's discretion Plan Participants who participated in the health care flexible spending account and dependent care spending account on the last day of the prior Plan Year but did not enroll in the health care flexible spending account and dependent care spending account in the current Plan Year.

The fees shown above are based on administrative services selected. Aetna may adjust the Service Fees effective as of the date on which any of the following occurs:

- (a) If, for any Service, there is a 15 % change in the number of employees participating in the health care flexible spending account and dependent care flexible spending account from the number assumed in Aetna's quotation of February 1, 2014.
- (b) Change in Plan – A material change in the Plan is initiated by the Customer or by legislative action.
- (c) Change in Administration – A material change in claim payment requirements or procedures, account structure or any other change materially affecting the manner or cost of paying benefits.

2. Late Payment Charges: In addition to any termination rights under the Services Agreement which may apply, if the Customer fails to provide funds on a timely basis to cover Plan benefit payments as provided in Section 8 of the Master Services Agreement, and/or fails to pay Service Fees on a timely basis as provided in Section 6 of the Master Services Agreement, Aetna will assess interest as a late payment charge. Interest charges for any late payments shall be paid by Customer 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 Customer'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 addition, Aetna will assess a charge to recover its costs of collection including reasonable attorneys' fees.

**COBRA SERVICES
STATEMENT OF AVAILABLE SERVICES
EFFECTIVE November 1, 2014
MASTER SERVICES AGREEMENT No. MSA- 866349**

Subject to the terms and conditions of the Services Agreement, the COBRA Services available from Aetna are described below in this Statement of Available Services ("SAS"). Unless otherwise agreed in writing, only the Services selected by Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to Section 6 of the Master Services Agreement) will be provided by Aetna. Additional Services may be provided at Customer's written request under the terms of the Services Agreement. This Statement of Available Services shall supersede any previous SAS or other document describing the Services.

I. Excluded and/or Superseded Provisions of Master Services Agreement:

- Section 5 "Fiduciary Duty" is excluded and replaced by Section IV of this COBRA SAS;
- Section 7. "Termination" is excluded and replaced by Section V of this COBRA SAS;
- Section 8 "Benefit Funding" does not apply with respect to the Services provided pursuant to this COBRA SAS;
- Section 9 "Customer Responsibilities" is excluded in its entirety;
- Section 18: "Non-Aetna Networks" does not apply with respect to Services provided pursuant to this COBRA SAS;
- Section 20 (D): "Communications" does not apply with respect to Services provided pursuant to this COBRA SAS.

II. COBRA Standard Administration Services:

Throughout the term of this SAS and upon Aetna's receipt of any and all necessary information, Aetna will perform the COBRA services specified below ("Services").

A. INITIAL/GENERAL COBRA NOTICE

Customer will notify Aetna in writing within thirty (30) days of new enrollees in a group health plan subject to COBRA, which notice will specify:

the date;

the names and addresses of each new Plan Participant; and

the names and addresses of family members of Plan Participants.

Within ten (10) business days after Aetna receives the notice described in Section V, item E, Aetna will send with proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to COBRA continuation coverage upon the occurrence of a qualifying event.

If agreed to between Aetna and the Customer in writing, Aetna shall also include a "HIPAA Notice of Privacy Practices" statement on behalf of the Customer. The notice shall be drafted by the Customer and provided in the initial notice.

B. QUALIFYING EVENT NOTICE

Customer will notify Aetna in writing within thirty (30) days of a qualifying event occurring, which notice will specify:

- the date and type of qualifying event (as set forth in Code Section 4980B(f)(3)(A) through (F);
- the names, social security numbers, addresses and birth dates of all qualified beneficiaries (and the covered Participant if not a qualified beneficiary) and their relationship to each other and to the covered Participant; and
- the specific group health plan(s) and combinations of such plans under which the qualified beneficiaries are entitled to COBRA continuation coverage.

Within ten (10) business days after Aetna receives the notice above, Aetna will send, with proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to COBRA continuation coverage, along with an election form specifying the group health plan(s) and the cost of coverage thereof to such qualified beneficiaries.

C. NOTICE TO QUALIFIED BENEFICIARIES OF ENROLLMENT

Within ten (10) business days after Aetna receives a properly completed and signed election form for COBRA continuation coverage and initial payment from the qualified beneficiary(ies), Aetna will send payment coupons or invoice to such qualified beneficiary(ies), provided the election form was returned to Aetna by the qualified beneficiary within sixty (60) days of the date the election form was mailed to the qualified beneficiary, or the loss of coverage date, whichever is later. The initial premium must be postmarked within forty five (45) days after the COBRA election. Aetna will also provide a method for automatic electronic premium payment from a qualified beneficiary's checking or savings account.

If Aetna receives an election form for COBRA continuation coverage after such sixty (60) day period has expired, Aetna will provide the affected qualified beneficiary(ies) with a notice of unavailability of coverage. Such notice shall be provided within ten (10) business days after Aetna receives the late election form.

D. NOTICE OF SUBSEQUENT QUALIFYING EVENT

Qualified beneficiary(ies) must notify Aetna in writing within sixty (60) days of a subsequent qualifying event, which notice will specify:

- Name and address of the COBRA Participant entitled to extend the period of COBRA continuation coverage up to 36 months due to a second qualifying event; and
- The type of qualifying event.

Within ten (10) business days after Aetna receives the notice described above, Aetna will send, by proof of mailing, a letter notifying the appropriate qualified beneficiary(ies) of their right to such extended COBRA continuation coverage, along with an election form specifying the group health plans and the cost of coverage thereof. Aetna will provide the affected qualified beneficiary(ies) with a notice of unavailability of coverage if the event does not qualify as a subsequent qualifying event.

E. NOTICE OF TOTALLY DISABLED QUALIFIED BENEFICIARIES

Qualified beneficiaries must notify Aetna within sixty (60) days of the date they receive a determination letter regarding total disability. By providing Aetna with this letter, the qualified beneficiary certifies that the qualified beneficiary is entitled to up to twenty-nine (29) months of COBRA continuation coverage.

Within ten (10) business days after receiving the foregoing letter, Aetna will determine the qualified beneficiary's ability to extend coverage as described in Code Section 4980B(f)(2)(B)(i). Upon determination, Aetna will send a letter notifying the totally disabled qualified beneficiary of their ability to extend the maximum period of continuation coverage to twenty-nine (29) months. Aetna will also provide notice to the disabled qualified beneficiary of the increase in premiums to 150% for months 19 through 29 if the Customer elects to charge the additional 48%. Aetna will provide the affected qualified beneficiary with a denial notice if it is determined that the qualified beneficiary is unable to extend coverage.

F. NOTICE OF EXPIRATION OR TERMINATION OF COBRA CONTINUATION COVERAGE

Aetna will notify COBRA Plan Participants of the date of termination of their COBRA continuation coverage within ten (10) business days following the date Aetna learns of one or more of the following reasons for termination of COBRA continuation coverage:

- failure of the COBRA Plan Participant to timely pay¹ the correct premium for COBRA continuation coverage;
- coverage of the COBRA Plan Participant under another group health plan, if such plan does not contain any exclusions or limitations with respect to any pre-existing condition of the COBRA Plan Participant;
- entitlement of the COBRA Plan Participant to Medicare;
- expiration of the maximum period for COBRA continuation coverage; or
- the Customer ceasing to provide any group health plan to any Customer employees and all of its commonly controlled trades or businesses (within the meaning of Code Section 414).

If the reason for notice is the expiration of the maximum period for COBRA continuation coverage, a notice of conversion rights (if available) shall be sent one hundred eighty (180) days prior to expiration of COBRA continuation coverage.

G. PREMIUMS FOR COBRA CONTINUATION COVERAGE

COBRA Plan Participants shall make premium payments, for either COBRA continuation coverage or for COBRA Plan Participants who have made a valid election of COBRA continuation coverage, (i) via mail to Aetna; or (ii) via electronic funds transfer through the Participant's bank to Aetna; or (iii) online through the Aetna website. Alternatively, Aetna may accept payments on behalf of the COBRA Plan Participant from other third-parties. Aetna shall deposit such funds received from COBRA Plan Participants into a custodial account established for such purpose at a financial institution of Aetna's choosing. Any interest generated on such account shall be used to pay the fees of the financial institution with respect to such account. To the extent that such interest is not sufficient to pay such fees, Aetna shall pay such fees. To the extent that such interest is in excess of such fees, Aetna shall be entitled to retain such interest. Premium payments collected by Aetna belong to the Customer, except that Aetna shall retain the surcharge administrative fee paid by such COBRA Plan Participants. Aetna shall act solely as an administrative collection agent for the Customer in collecting premium payments and will remit payments to the Customer, appropriate insurance carrier, or other entity directed by the Customer by the fifteenth (15th) day of the month following the month in which payment was received.

¹ For purposes of this Agreement "timely pay" means the initial premium payment is made within 45 days from the date of the COBRA election, thereafter premium payments will be considered timely if they are received within a 30 day grace period after the first day of the coverage period to which the premiums relate.

When premium payments are received by Aetna, Aetna will notify the appropriate insurance carriers /administrators of eligibility changes including new enrollees or terminations. When premium payments are received by the Customer, the Customer is responsible to notify appropriate insurance carriers/administrators of eligibility changes including new enrollees or terminations.

If the premium payment is deficient by an amount that is no greater than fifty dollars (\$50) or 10% of the COBRA premium amount required for that coverage period, Aetna will notify the qualified beneficiary of the deficient amount and provide him or her with a reasonable period of time (not to exceed thirty (30) days) in which to make the payment as described in 26 C.F.R. § 54.4980B-8, Q/A-5(d).

Aetna will provide the Customer with a monthly employer census report, COBRA Plan Participant payment and refund report, COBRA Plan Participant paid through report, deficient payment report and an address update report. The Customer will notify Aetna of any errors or corrections in such reports within thirty (30) days following delivery by Aetna.

If Aetna receives written notice from the Customer of an increase in the premium amount for COBRA continuation coverage, and such notice specifies the effective date of the increase (which must be at least thirty (30) days after such written notice to Aetna), Aetna will notify the affected COBRA Plan Participants of the amount and effective date of the increase within thirty (30) business days following Aetna's receipt of such written notice from the Customer.

H. ANNUAL OPEN ENROLLMENT SERVICE

Where agreed upon between Aetna and the Customer, for an additional fee Aetna shall assist the Customer in notifying COBRA Plan Participants of open enrollment rights. Customer shall provide benefit material to Aetna at least sixty (60) days prior to the open enrollment period.

Aetna will send a letter notifying the COBRA Plan Participant of their open enrollment options. This mailing shall include enrollment forms and benefit communication material as provided by Customer.

The Customer will provide Aetna with a completed open enrollment document. Upon receipt of the completed open enrollment document from the Customer, Aetna will process the documents and notify the carrier(s) of any change in the enrollment status.

I. HIPAA ONLY EVENT REQUIRING CERTIFICATE OF CREDITABLE COVERAGE

Where agreed upon between Aetna and the Customer, for an additional fee Aetna will provide Services with respect to the HIPAA Certificate of Creditable Coverage as follows:

Customer shall notify Aetna of events requiring only the HIPAA Certificate of Creditable Coverage within thirty (30) days.

Within ten (10) business days after Aetna receives such notice, Aetna will send the HIPAA Certificate of Creditable Coverage to the individual.

III. Duties of the Customer:

- A. The Customer shall furnish all records and information to Aetna as are needed for Aetna to perform Services under this Services Agreement. Aetna will rely in the records and information furnished by Customer to perform the Services described in this SAS.
- B. The Customer shall notify in writing to Aetna of the required monthly premium rates for COBRA coverage. Modifications in monthly premium rates will be applied by Aetna sixty (60) days after the written notice from Customer is received by Aetna.
- C. The Customer shall notify each affected entity (HMO or other health insurance carriers) of the existence of this Services Agreement and secure from each such entity, written acceptance of all of the provisions of this Services Agreement. Copies of such written acceptance shall be sent as soon as possible but no later than ninety (90) days after signing this Services Agreement, to the Aetna address included in Section VI below.
- D. Customer shall pay Aetna the required Service Fees, as detailed in the Service and Fee Schedule on a timely and accurate basis.
- E. Customer acknowledges and agrees that Aetna shall undertake its obligations hereunder as directed by (and in accordance with instructions provide by) the Customer. Aetna shall at no time exercise any discretionary authority or control respecting the management or administration of the Plan(s), or the management or disposition of any Plan assets. On all matters involving the exercise of discretion, Aetna shall seek direction from the Customer. The Customer acknowledges that the timeliness of providing information and direction to Aetna is critical to the successful completion of the Services. All employee data and other relevant information will be supplied to Aetna in a timely and accurate manner using a pre-approved Aetna format. Aetna is not responsible for the actions of the Customer in processing or interpreting data provided by the Customer or the Customer's failure to provide the necessary data.

IV. Fiduciary Responsibility:

- A. For the purpose of this SAS and the responsibilities assumed by Aetna to perform the Services defined under this SAS, Aetna shall not be considered the "plan administrator" or the Plan's "named fiduciary", as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended (ERISA).
- B. The Customer is the named fiduciary for the Plan and it retains final authority and responsibility for interpreting the Plan and for the Plan's operation. An appropriate fiduciary shall act on behalf of the Customer and/or Plan to resolve any and all disputes or disagreements with potential qualifying beneficiaries regarding eligibility determinations.

V. Termination:

- A. Customer may terminate this SAS, by giving Aetna at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.
- B. This SAS shall, at the option of Aetna, terminate in the event of:
 - (1) The Customer's failure to pay the amounts referenced in the applicable Service and Fee Schedule by the due date;
 - (2) Failure of the Customer to either timely fund a claim payment or reject the claim in writing, in either case within three (3) days after receipt by the Customer of the demand or history with respect to such claim;
 - (3) Commencement of a bankruptcy proceeding of the Customer or the insolvency of the Customer;
 - (4) Failure of the Customer to promptly deliver any data necessary for the proper performance of Aetna's duties hereunder within five (5) days following the request therefore;
 - (5) Merger, sale or consolidation of the Customer, unless written consent has been given by Aetna to continue Services in advance of such event;
 - (6) The enactment or change of any law or regulation which makes the continuance of this SAS illegal or commercially impracticable; or
 - (g) Any other breach of this SAS by the Customer which is not cured (if curable) within thirty (30) days following written notice from Aetna.
- C. In the event of the termination of this SAS, Aetna shall complete the processing of all reimbursement requests received by Aetna which are due and payable prior to the termination of this SAS, provided that, Aetna shall have no obligation to complete the processing of any such requests if the Customer has failed to provide funds for the reimbursement requests or payment, or the Customer has otherwise failed to pay any other amounts owed to Aetna hereunder. Aetna shall have no obligation to process requests for reimbursement or payments presented after the termination date. All payments made in accordance with this subsection C. shall under all circumstances continue to be the sole responsibility and liability of the Customer.
- D. Upon termination of this SAS, Aetna shall, upon written request, deliver to the Customer, within a mutually agreed upon timeframe, a complete and final accounting as it relates to this SAS. All books and records in Aetna's possession with respect to the Services provided, any claim files, and any reports and other papers pertaining to the Services will be maintained by Aetna for a period of seven (7) years following their processing hereunder. All administration systems, computer systems and software developed by Aetna in connection with the Services performed hereunder constitute the sole property of Aetna and shall be retained by Aetna upon the termination of this SAS. The Customer hereby disclaims any interest in or to such items.
- E. The Services Agreement shall terminate automatically if the Customer ceases to provide a health plan to its employees.
- D. Upon termination of the Services Agreement, an accounting and settlement for Service Fees and charges accrued to the date of termination shall be made within ninety (90) days.
- E. Aetna will return to Customer all amounts collected from qualifying beneficiaries but not remitted as provided hereunder as of the date of termination.

- F. Both parties recognize the need of a transition period after the termination of this SAS or the Services Agreement. This transition will include the need of dealing with the new COBRA members. Customer shall notify Aetna in writing as soon as possible, but no later than thirty (30) days before the date of termination, of the transitional support which will be needed from Aetna. Customer will indicate whether or not Customer is going to be in charge of such transition or if Customer will require Aetna's support. If Customer requires Aetna's support during such transition it agrees to continue paying the fees as described in the Service and Fee Schedule during the transition period. The charges for additional services performed in support of such transition will be mutually agreed upon prior to the date of termination.
- G. Upon termination of this SAS or Services Agreement, Customer will assume sole and immediate responsibility for all the Services herein.

VI. Notice:

Except as set forth in this Services Agreement, all notices required or permitted to be given, shall be in writing and shall be sent by mail, return receipt requested, or by facsimile with a confirmation by mail, to the parties at their respective addresses set forth below:

Aetna at:
Attention:

Aetna Life Insurance Company
10802 Farnam Drive, Suite 100
Omaha, NE 68154
Attn: COBRA Eligibility

Employer at:
Attention:

WILLIAMSON COUNTY
Shelley Loughrey, Benefits Administrator
301 S.E. Inner Loop, Suite 108
Georgetown, TX 78626

or to any other address or to other persons designated by written notice given from time-to-time during the term of this SAS by one party to the other. Except as set forth, if mailed in accordance with the provisions of this paragraph, the notice shall be deemed to be received three (3) business days after mailing.

VII. Fees

The following initial administrative Service Fees are provided in conjunction with Aetna's Services relating to the self funded COBRA Services offered under the Customer's self funded benefits plan. All administrative fees from this SAS are summarized in the attached Service and Fee Schedule.

The fees described in this Service and Fee Schedule will not be modified by Aetna unless it provides the Customer with 30 days advance written notice of such modification. Such notice will be sent to the address indicated in section VI.

SERVICE AND FEE SCHEDULE

The corresponding Service Fees effective for the period beginning November 1, 2014 and ending October 31, 2015 are specified below. They shall be amended for future periods, in accordance with Section 6 of the Master Services Agreement.

Individual Billing Administration

COBRA Administrative Fees

Per Occurrence Pricing

Implementation Fees **\$1,500**

Subsequent Year Maintenance Fee **\$1,000**

Ongoing Service Fees

New Hire COBRA/HIPAA General Rights Notice	\$4.55 per notice
Qualifying Event Notification w/HIPAA COC	\$25.00 per event
HIPAA Certificate of Creditable Coverage	\$7.50 per certificate
COBRA Participant Termination Notice w/HIPAA COC	\$5.00 per notice

Minimum Monthly Billing **\$250.00 per month**

Optional Service Fees

Re-notification of COBRA General Rights and HIPAA Special Enrollment Rights to current benefit-eligible employees	\$3.00 per letter
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Custom Mailings (Non-standard notices)	\$5.00 per notice
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Manual Notification Form Processing	\$10.00 per form
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Annual Open Enrollment Services	\$15.00 per package + postage* (*per package with a \$300 minimum + postage, available after Aetna has been providing administration for a minimum of 90 days)
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Optional Government Mandated Notice	\$10.00 per notice
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Premium Disbursement to Carriers	\$50.00 per carrier per month
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Custom Reporting	\$2500.00 Minimum (up to 20 hours of development time)
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Additional Development	\$150.00 per hour
Custom Website (Client URL)	\$6,000.00 One-time fee
Custom Website with Single Sign On	\$11,000.00 One-time fee
Customized HealthHub.com Website	\$1,000.00 One-time fee

By the 15th working day of each month, Aetna will provide a bill for all administration from the prior month. Reports detailing the prior month's activity will also be provided for your records. Aetna shall retain the 2% administrative fee on the total premium administered for COBRA participants.

Appendix I - Temporary Appendix

**PLAN OF BENEFITS
PAYABLE UNDER
MASTER SERVICES AGREEMENT No. MSA-866349
EFFECTIVE November 1, 2014**

Describing benefits payable between

Aetna Life Insurance Company

and

Williamson County
("Customer")

While certain details of the Plan are being resolved:

the classes of employees eligible for coverage under the plan will be determined in accordance with the instructions furnished to Aetna by the Customer; and

the benefits applicable will be payable in accordance with the plan of benefits furnished to Aetna by the Customer, and in accordance with all standard Aetna claim practices.

The terms of this Temporary Appendix control until superseded by a subsequent Booklet, for any specific benefits applicable to any class(es) of employees, as indicated therein.

Appendix I - Flexible Spending Account - Dependent Care

PLAN OF BENEFITS FOR MASTER SERVICES AGREEMENT No. MSA-866349 EFFECTIVE November 1, 2014

A Services Agreement between

Aetna Life Insurance Company ("Aetna")

and

Williamson County
(Customer)

Section 1 Purpose and Definition

1.1 Purpose

The Plan will provide Eligible Employees of the Customer with a choice of receiving certain tax free benefits provided by the Customer in lieu of taxable compensation.

As used in this Appendix, Plan means the Customer's Dependent Care Assistance Plan.

It is intended that the Plan provide, as part of the Customer's cafeteria plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, (hereinafter referred to as the "Code") Dependent Care Assistance, within the meaning of Section 129 of the Code, the benefits of which are eligible for exclusion from the Employee's income under Section 129(a) of the Code, and are allowable under the applicable rules of Section 125 of the Code.

1.2 Definitions

- (a) Covered Expenses: those listed in Subsection 2.2(b) of this Appendix, subject to the limitations in Subsections 2.3 and 2.4.
- (b) Dependent: any individual who, in the current calendar year, is a spouse of a Plan Participant or a dependent of a Plan Participant as defined in Section 152(a) of the Code.
- (c) Eligible Employees: all full time Employees.
- (d) Employee: any individual who is considered to be in a legal employer-employee relationship with the Customer. Such term includes former employees for the limited purposes of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Customer. or, if longer, the period during which a former employee has elected to continue coverage following termination of employment as provided by Section 4980B of the Code and Section 601 of the Employee Retirement Income Security Act as amended (hereinafter referred to as "ERISA").
- (e) Maximum Benefit: the maximum amount allowable, as specified in Subsection 2.4 of this Appendix for Dependent Care Assistance, to a Plan Participant in any Plan Year.

(f) Plan Participant:

- (i) any Eligible Employee who has elected to receive benefits under the Plan and who has entered into a salary reduction Services Agreement which provides funding for a Dependent Care Assistance Account.
- (ii) a terminated employee who continues contributions pursuant to Subsection 3.2 of this Appendix, but only to the extent of such contribution.
- (iii) a terminated employee whose eligibility for reimbursement continues for the period of coverage prior to termination.

(g) Plan Administrator: the Customer is the Plan Administrator for purposes of ERISA.

(h)

(i) Plan Year

For the first year the Plan is in effect, January 1 through December 31.
For each succeeding year, January 1 through December 31.

(ii) Extended Plan Year

January 1 (or the first day of the Plan Year) through March 31 of the following year.

- (i) Dependent Care Center: a center that meets the standards set forth in Subsection 2.2(c) of this Appendix.
- (j) Qualifying Individual: an individual who meets the definition set forth in Subsection 2.2(a) of this Appendix.
- (k) Account: an account for each Plan Participant under the Plan to which are credited the contributions made by or on behalf of such Plan Participant.

Section 2

Dependent Care Assistance Coverage

2.1 Dependent Care Assistance - General

Every Plan Participant who has elected to receive benefits pursuant to this Section 2 will be eligible to receive a benefit for Covered Dependent Care Assistance Expenses incurred by the Plan Participant or the Plan Participant's spouse, subject to the limitations hereinafter described. Benefits will be payable only with respect to expenses that are "employment-related expenses" under Section 21 of the Code, and are otherwise reimbursable under the rules of Sections 125 and 129 of the Code. For any Plan Year, benefits will be payable under this Section 2 only for Covered Dependent Care Assistance Expenses which are incurred during the Plan Year and during the time that the Eligible Employee is a Plan Participant.

2.2 Covered Expenses

- (a) Expenses for Dependent Care Assistance services will be reviewed as eligible for reimbursement only if the services are performed for the benefit of a "Qualifying Individual," A Qualifying Individual is:
 - (i) a Plan Participant's Dependent who is under the age of 13, and with respect to whom the Plan Participant is entitled to a deduction under Section 151(c) of the Code;
 - (ii) A Plan Participant's Dependent who is physically or mentally incapable of caring for him/herself;
 - (iii) the Plan Participant's spouse if he/she is physically or mentally incapable of caring for him/herself.
- (b) In order to be reviewed as a reimbursable Dependent Care Expense, the expense must have been incurred for services which enable the Plan Participant and his/her spouse to remain gainfully employed. These services are:
 - (i) Household services, including, but not limited to, services performed by a maid or cook, provided such services are at least in part attributable to the care of one or more Qualifying Individuals;
 - (ii) Services for the care of one or more Qualifying Individuals in the Plan Participant's home;
 - (iii) Services for the care of one or more Qualifying Individuals outside of the home of a Plan Participant if the Qualifying Individuals are either (a) under age 13 or (b) regularly spend at least 8 hours each day in the Plan Participant's home;
 - (iv) The services of a Dependent Care Center.
- (c) A Dependent Care Center is a facility which provides care for more than six individuals (other than individuals who reside in the facility), receives a fee, payment or grant for providing services for any of these individuals, and complies with all applicable laws and regulations of the state or unit of local government where it is located.

2.3 Limitations on Benefits

- (a) Dependent Care Assistance benefits will not be paid for expenses:
 - (i) Paid to a Qualifying Individual with respect to whom, for the taxable year, a deduction under Section 151(c) of the Code is allowable to either the Plan Participant or his/her spouse.
 - (ii) Paid to the Plan Participant's child under age 19 at the close of the taxable year.
 - (iii) Of a Participant whose parent is in a Nursing Home with respect to the expense incurred for the parent's care provided by the Nursing Home.

- (b) All benefits payable pursuant to this Section 2 shall be paid exclusively from the Plan Participant's Dependent Care Assistance Account. A Plan Participant may not receive a benefit for Covered Dependent Care Assistance Expenses incurred for any one month which is in excess of the balance in the Plan Participant's Dependent Care Assistance Account as of the date of the payment of the incurred expense. In no event shall the benefit payable under this Section 2 with respect to any Plan Year exceed the maximum amount allowable for dependent care assistance under the Plan as specified in Subsection 2.4 of this Appendix.

2.4 Maximum Benefit

Under this Plan, the maximum amount of coverage that may be elected by a Plan Participant for dependent care expense reimbursement per family per Plan Year is \$ 2,500.

Section 3 General Provisions

3.1 Effective Date

The Plan described in this Appendix shall be effective **November 1, 2014**.

3.2 Post-Termination Contributions

With respect to terminated Employees only, contributions may be made on a post-tax basis the Dependent Care Assistance Account (COBRA continuation does not apply to Dependent Care) until the end of the Plan Year during which termination occurs. If however, contributions are discontinued upon termination of employment, coverage will cease immediately.

3.3 Changes in Participant Election

Changes in the Plan Participant's election may be made by the Plan Participant during the Plan Year provided there has been an applicable status event, as specified in Section 125 of the Code and any regulations there under. A status event includes, but is not limited to:

- (i) change in marital status (e.g., marriage, death of spouse, divorce, legal separation, annulment);
- (ii) change in number of Dependents (e.g., birth, death, adoption, placement for adoption);
- (iii) change in employment status of Plan Participant, spouse or Dependent by reason of termination or commencement of employment, strike or lockout, commencement of or return from unpaid leave of absence, or change in worksite, including change in Plan eligibility resulting from change in employment status;
- (iv) change in Dependent eligibility under the Plan (e.g., by reason of age or change in student status);
- (v) change in residence of participant, spouse, or Dependent.

Changes in the Plan Participant's election pursuant Subsection 3.2 must be consistent with the status event.

3.4 Termination of Coverage

Coverage in this Plan will terminate immediately upon the earliest to occur of:

- (a) the first day of a Plan Year for which the Eligible Employee has not elected to participate.
- (b) termination of employment Reimbursements may not be made for claims incurred after termination except where a terminated employee has elected to continue to make contributions on a post-tax basis as specified in Subsection 3.2 of this Appendix for the Plan Year in which the termination occurs. If the terminated employee elects to continue to make contributions to the Plan on a post-tax basis, then claims for expenses incurred at any time during that Plan Year may be submitted up until the last day of the Extended Plan Year.
- (c) the date on which contributions cease to be made by or on behalf of a Plan Participant.
- (d) the discontinuance of the Plan.
- (e) the discontinuance of the Master Services Agreement.

3.5 Payment of Benefits and Incurred Expenses

- (a) A Plan Participant will make a claim for benefits by making a request to the Plan Administrator on a form acceptable to the Plan Administrator. A Plan Participant must provide (i) a written statement from "an independent third party" (e.g., health care provider, hospital, etc.) stating that the expense has been incurred and the amount of such expense and (ii) a written statement that such expense is not covered and not reimbursable under any other health plan coverage.
- (b) Claims meeting the minimum reimbursement amount will be paid monthly. An explanation of claim settlement will be provided with each claim payment. All claims for Covered Expenses incurred during the Plan Year must be submitted by the last day of the Extended Plan Year.
- (c) The maximum allowable reimbursement available for Dependent Care Assistance under the Plan shall be determined under Subsection 2.3(b) of this Appendix.

3.6 Administration

At least monthly, the Customer will send Aetna information regarding Plan Participant enrollment and account contributions which is sufficient to administer the Plan. Each month Aetna will send the Customer a listing of drafts cleared and funds called from the employer's account. Aetna will accumulate year-to-date deposits and maintain information on the claims paid and the resulting Account balances.

3.7 Settlement of Accounts

Any funds remaining in a Plan Participant's account as of the last day of the Extended Plan Year will be either (a) applied to administrative expenses of the Plan for the year, (b) used to reduce required charges for the following Plan Year, (c) refunded to Plan Participants on a "reasonable and uniform basis"--reasonable and uniform means contributions must be allocated among all participants regardless of claim experience, or (d) used in such other manner as permitted under Section 125 of the Code, Aetna will provide the Customer with account balance information for the previous Plan Year as soon as reasonably possible after such date. This information will include total contributions, total payments and any remaining account balance for each Plan Participant.

3.8 IRS Determination

Any determination as to qualification of an expense under this Plan is subject to interpretation by the Internal Revenue Service (IRS). Should the IRS take a position contrary to that applied under this Plan, this Plan will be administered according to IRS instructions. Plan Participants who disagree with the IRS position, and wish to appeal that position, must obtain their own counsel.

Appendix I - Flexible Spending Account Health Care

PLAN OF BENEFITS FOR MASTER SERVICES AGREEMENT No. MSA-866349 EFFECTIVE November 1, 2014

An agreement between

Aetna Life Insurance Company ("Aetna")

and

Williamson County
(Customer)

Section 1 Purpose and Definition

1.1 Purpose

The Plan will provide Eligible Employees of the Customer with a choice of receiving certain tax free benefits provided by the Customer in lieu of taxable compensation.

As used in this Appendix, Plan means the Customer's Health Care Expense Reimbursement Plan.

It is intended that the Plan provide, as part of the Customer's cafeteria plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, (hereinafter referred to as the "Code"), Health Care Expense Reimbursement, to the extent such benefits are eligible for exclusion from the Employee's income under Sections 105, 106, other applicable provisions of the Code, and are allowable under the applicable rules of Section 125 of the Code.

1.2 Definitions

- (a) Covered Expenses: those listed in Subsection 2.3 of this Appendix, subject to the limitations in Subsections 2.4 and 2.5.
- (b) Dependent: any individual who, in the current calendar year, is a spouse of a Plan Participant or a dependent of a Plan Participant as defined in Section 152(a) of the Code.
- (c) Eligible Employees: all full time Employees.
- (d) Employee: any individual who is considered to be in a legal employer-employee relationship with the Customer. Such term includes former employees for the limited purposes of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Customer. or, if longer, the period during which a former employee has elected to continue coverage following termination of employment as provided by Section 4980B of the Code and Section 601 of the Employee Retirement Income Security Act as amended (hereinafter referred to as "ERISA").

- (e) **Maximum Benefit:** the maximum amount allowable, as specified in Subsection 2.5 of this Appendix for Health Care Expense Reimbursement, to a Plan Participant in any Plan Year.
- (f) **Plan Participant:**
 - (i) any Eligible Employee who has elected to receive benefits under the Plan and who has entered into a salary reduction agreement which provides funding for a Health Care Expense Reimbursement Account.
 - (ii) a terminated employee who continues contributions pursuant to Subsection 3.2 of this Appendix, but only to the extent of such contribution.
 - (iii) a terminated employee whose eligibility for reimbursement continues for the period of coverage prior to termination.
- (g) **Plan Administrator:** the Customer is the Plan Administrator for purposes of ERISA.
- (h)
 - (i) **Plan Year**
 For the first year the Plan is in effect, January 1 through December 31.
 For each succeeding year, January 1 through December 31.
 - (ii) **Extended Plan Year**
 January 1 (or the first day of the Plan Year) through March 31 of the following year.
- (i) **Account:** an account for each Plan Participant under the Plan to which are credited the contributions made by or on behalf of such Plan Participant.

Section 2

Health Care Expense Reimbursement Coverage

2.1 Health Care Expense Reimbursement - General

Every Plan Participant who has elected to receive benefits pursuant to this Section 2 will be eligible for reimbursement of Covered Expenses incurred by the Plan Participant and his/her Dependent subject to the limitations hereinafter described. For any Plan Year, benefits will be payable under this Section 2 only for Covered Expenses which are incurred during the Plan Year and during the time that the Eligible Employee is a Plan Participant.

2.2 Covered Expenses

In order for a Plan Participant to receive reimbursement from the Health Care Expense Reimbursement Account, a health care expense of the Plan Participant or his/her Dependent must be:

- (a) approved by Aetna as reimbursable,
- (b) of the type specified in Subsection 2.3 of this Appendix, and
- (c) of the type that is recognized as properly reimbursable under Section 125 of the Code for the Plan Participant or his/her Dependents.

A Plan Participant's payments for any other health coverage shall not be considered a Covered Expense under the Plan. No Plan Participant may receive reimbursement under this Section 2 for any expense for which he/she is entitled to reimbursement under any other plan of medical, dental, pharmacy, vision or hearing expenses.

2.3 List of Covered Expenses

Covered Expenses will include:

- (a) Expenses incurred for which no benefits are paid or payable under any hospital, medical, dental, vision or hearing coverage program solely because of any one or more of the following:
 - (i) deductibles or copayments;
 - (ii) coinsurance provisions;
 - (iii) the excess over reasonable and customary charges;
 - (iv) the excess over any scheduled maximum benefit limitation provisions; or
 - (v) Any other medical/dental expense that is considered a deductible health care expense under the Code and is properly reimbursable under the applicable rules of Section 125 of the Code.

2.4 Limitations on Benefits

All benefits payable pursuant to this Section 2 shall be paid exclusively from the Plan Participant's Health Care Expense Reimbursement Account. The amount available for reimbursement shall, at all times during the Plan Year, be equal to the amount of coverage elected by the Plan Participant less any reimbursement made previously during the Plan Year. However, in no event shall the benefits payable under this Section 2 with respect to any Plan Year exceed the maximum amount allowable for health care expense reimbursement under the Plan as specified in Subsection 2.5 of this Appendix.

2.5 Maximum Benefit

Under the Plan, the maximum amount of coverage that may be elected by a Plan Participant for health care expense reimbursement per family per Plan Year is \$2,500.00.

Section 3 General Provisions

3.1 Effective Date

The Plan described in this Appendix shall be effective **November 1, 2014**.

3.2 Post-Termination Contributions

With respect to terminated Employees only, contributions may be made on a post-tax basis to the Health Care Expense Reimbursement Account until the end of the Plan Year during which termination occurs. If however, contributions are discontinued upon termination of employment, coverage will cease immediately.

3.3 Changes in Participant Election

Changes in the Plan Participant's election may be made by the Plan Participant during the Plan Year provided there has been an applicable status event, as specified in Section 125 of the Code and any regulations there under. A status event includes, but is not limited to:

- (i) change in marital status (e.g., marriage, death of spouse, divorce, legal separation, annulment);
- (ii) change in number of Dependents (e.g., birth, death, adoption, placement for adoption);
- (iii) change in employment status of Plan Participant, spouse or Dependent by reason of termination or commencement of employment, strike or lockout, commencement of or return from unpaid leave of absence, or change in worksite, including change in Plan eligibility resulting from change in employment status;
- (iv) change in Dependent eligibility under the Plan (e.g., by reason of age or change in student status);
- (v) change in residence of participant, spouse, or Dependent.

Changes in the Plan Participant's election pursuant to Subsection 3.2 must be consistent with the status event.

3.4 Termination of Coverage

Coverage in this Plan will terminate immediately upon the earliest to occur of:

- (a) the first day of a Plan Year for which the Eligible Employee has not elected to participate.
- (b) termination of employment. Reimbursements may not be made for claims incurred after termination except where a terminated employee has elected to continue to make contributions on a post-tax basis as specified in Subsection 3.2 of this Appendix for the Plan Year in which the termination occurs. If the terminated employee elects to continue to make contributions to the Plan on a post-tax basis, then claims for expenses incurred at any time during that Plan Year may be submitted up until the last day of the Extended Plan Year.
- (c) the date on which contributions cease to be made by or on behalf of a Plan Participant.
- (d) the discontinuance of the Plan.
- (e) the discontinuance of the Master Services Agreement.

3.5 Payment of Benefits and Incurred Expenses

- (a) A Plan Participant will make a claim for benefits by making a request to the Plan Administrator on a form acceptable to the Plan Administrator. A Plan Participant must provide (i) a written statement from "an independent third party" (e.g., health care provider, hospital, etc.) stating that the expense has been incurred and the amount of such expense and (ii) a written statement that such expense is not covered and not reimbursable under any other health plan coverage.
- (b) Claims meeting the minimum reimbursement amount will be paid monthly. An explanation of claim settlement will be provided with each claim payment. All claims for Covered Expenses incurred during the Plan Year must be submitted by the last day of the Extended Plan Year.
- (c) For each Plan Participant, the maximum allowable reimbursement-available for health care expense reimbursement under the Plan shall be determined under Subsection 2.5 of this Appendix.

3.6 Administration

At least monthly, the Customer will send Aetna information regarding Plan Participant enrollment and account contributions which is sufficient to administer the Plan. Each month Aetna will send the Customer a listing of drafts cleared and funds called from the employer's account. Aetna will accumulate year-to-date deposits and maintain information on the claims paid and the resulting Account balances.

3.7 Settlement of Accounts

Any funds remaining in the account of a Plan Participant who has made contributions (i.e. annual or semi-annual) Any funds remaining in a Plan Participant's account as of the last day of the Extended Plan Year will be either (a) applied to administrative expenses of the Plan for the year, (b) used to reduce required charges for the following Plan Year, (c) refunded to Plan Participants on a "reasonable and uniform basis"--reasonable and uniform means contributions must be allocated among all participants regardless of claim experience, or (d) used in such other manner as permitted under Section 125 of the Code, Aetna will provide the Customer with account balance information for the previous Plan Year as soon as reasonably possible after such date. This information will include total contributions, total payments and any remaining account balance for each Plan Participant.

3.8 IRS Determination

Any determination as to qualification of an expense under this Plan is subject to interpretation by the Internal Revenue Service (IRS). Should the IRS take a position contrary to that applied under this Plan, this Plan will be administered according to IRS instructions. Plan Participants who disagree with the IRS position, and wish to appeal that position, must obtain their own counsel.

Appendix II
PERFORMANCE GUARANTEES
FOR
MASTER SERVICES AGREEMENT No. MSA-866349
EFFECTIVE November 1, 2014

An agreement between

Aetna Life Insurance Company ("Aetna")

and

Williamson County
(Customer)

There are Performance Guarantees between the Customer and Aetna, which are attached by reference and made part of this Services Agreement.

APPENDIX IV

SIMPLE STEPS TO A HEALTHIER LIFE FEATURES AND SYSTEM REQUIREMENTS

I. Base Features:

Simple Steps to a Healthier Life (the "Life Program") includes the following base features:

Employer Features:

- Display of Employer Corporate Logo (optional feature) – the corporate logo of the Employer will be displayed within the Life Program navigation.
- Employer Broadcast Messaging by Location (optional feature) – text area used to broadcast health and benefits information to the User demographically. Limited to one update per quarter.
- Your Health Benefits – up to 10 links to Employer-specified Web sites of health-care insurers (Aetna Navigator).
- Other References & Resources - links to Employer-specified health and wellness references and resources. The User will need to register separately, if registration is applicable, to access these links from the Life Program.
- Standard Quarterly Management Reports are consistent with HIPAA guidelines (reports will not be provided to the Employer if the User population, by a specific category, is below 30).
- Aetna Healthy Actions Rewards (optional feature) – ability to track an event/activity and a certain time period in order to provide incentives to the User. The fulfillment of the incentives is on behalf of the Employer and Employer understands and agrees that Employer is solely responsible for all costs and expenses in connection with the Rewards and Incentive Program. Aetna to provide Employer with a report outlining Users who have completed events/activities, as defined by Employer.
- Communications and Promotional Kit – An on-line Employee Engagement Toolkit is provided at: <http://www.aetna.com/employer/commMaterials/SimpleSteps/index.html>.

User Features:

- Online Health Risk Assessment (the "HRA") – the User completes an online health risk assessment (the "HRA") that is a set of health-related questions. The HRA evaluates the answers, provided by the User, based on a series of clinical risk factors that are used to determine if the User is at risk for one or more medical conditions. The User will receive a summary report, identifying the at-risk conditions, as well as other health-related areas the User may need to focus on.

- Health Action Plan - in addition to the summary report, the User will receive a health action plan that is generated based upon the User's completed HRA. The health action plan provides information on certain ways to achieve better health.
- Online Wellness Programs - once a User completes the HRA, the User can access certain programs from the site. These programs provide information on particular health topics.
- Preventive Health Schedule - a listing of preventive health-care activities.
- Wellness Kits To Go – tools to enhance a User's knowledge about healthy lifestyle changes and how to effectively communicate with their health care providers.
- Informed Health Line Text Promotional Message (optional feature)– this is a separately purchased product outside of the Life Program. A text 800 number message, to contact a nurse virtually 24 hours a day, 7 days a week, will be displayed within the Life Program navigation if the Employer purchased the product through Aetna Inc.

II. User System Requirements

The User will need the following system requirements to access the Life Program:

- Standard Web Browser Requirement: Netscape Navigator 4.x or Microsoft Internet Explorer, versions 4.0 or higher. If the desktop is on a network with a firewall, the network must accept multiple cookies and javascripts; and
- Online Access Requirement: use of a computer system to connect to Aetna's system hosting the Life Program via the Internet using a standard Web browser.

APPENDIX IV

NATIONAL ADVANTAGE PROGRAM/DENTAL PPO II NETWORK PROGRAM

The National Advantage Program (“NAP”) and the Dental PPO II Network Program (the “Dental PPO II Program”) Appendix is an appendix to Master Services Agreement No. MSA-866349 between Aetna and Customer (as identified herein) and is incorporated into the Services Agreement by reference.

I. National Advantage Program (NAP) and Dental PPO II Network Program (the “Dental PPO II Program”)

A. Summary

NAP

NAP provides access to contracted rates for many medical claims that would otherwise be paid as billed under indemnity plans, the out-of-network portion of managed care plans, or for emergency/medically necessary services not provided within the network. When available, these contracted rates will produce savings for the Customer.

Aetna contracts with several national third-party vendors to access their contracted rates. In addition, a significant number of Aetna directly-contracted rates are available for members with indemnity benefits. Aetna will access third-party vendor rates where Aetna directly-contracted rates are not available. If no contracted rate is available, Aetna will attempt to negotiate an Ad-Hoc Rate (case specific discount) with non-NAP participating providers for certain larger claims or will apply Facility Charge Review, as applicable and as described below.

Dental PPO II Program

Dental Providers participating in the Dental PPO II Program network are considered participating providers under the terms of the Customer’s Plan and Covered Services rendered by such Providers will be reimbursed, in accordance with the terms of the Customer’s Plan, as in-network services. When available, the contracted rates associated with these Providers may result in savings for the Customer and Members. Aetna contracts with third party vendors to access the contracted rates associated with these Providers.”

B. Claim Submission/Payment Process

NAP

Providers should bill Aetna directly for Covered Services. The Member should not make payment at the time of service. When the Provider submits the claim, Aetna will process it at the contracted rate (when applicable) and reflect the contracted amount in any explanation of payments made that the Member and Provider receives. The Member would then be responsible for any applicable coinsurance, deductible or non-covered service, based upon the plan of benefits.

Dental PPO II Program

The Dental Providers participating in the Dental PPO II Program may bill Aetna directly for Covered Services or may bill the Member at the time of service. When the claim is submitted, Aetna will process it at the contracted rate (when applicable) and reflect the contracted amount in any explanation of payments made that the Member and Provider receive. The Member would then be responsible for any applicable coinsurance, deductible or non-covered service, based upon the plan of benefits.

II. National Advantage Program – Facility Charge Review (This section is not applicable to the Dental PPO II Program).

Facility Charge Review is an optional component of NAP. It is only available in conjunction with the National Advantage Program, and is not available separately.

A. Summary

Where a contracted rate is not available under NAP, the Facility Charge Review Program provides reasonable charge allowances for most inpatient and outpatient facility claims under Members' indemnity plans and the out-of-network portion of Members' managed care plans or for emergency/medically necessary services not provided within the network. When utilized, these reasonable charges will produce savings for the Customer.

B. Claim Submission/Payment Process

When an inpatient or outpatient facility claim exceeds a threshold (currently \$ 1,000) and Aetna does not have access to a contracted rate, Aetna will review billed charges for financial reasonableness for the geographic area where the service was provided. Payment to the facility will be based on the Reasonable Charge Amount. Any excess will be considered not covered as it exceeds the reasonable charge (as defined under the Plan).

Though many facilities accept the Reasonable Charge Amount as payment in full, there may be circumstances where facilities may not accept the determination of the reasonable charge and may balance bill the Member. In the event that a Member is balance billed, Aetna has a review process and will initiate negotiations with the facility in an attempt to come to a mutually agreeable payment amount.

However, should Aetna be unable to negotiate a mutually acceptable rate, consistent with the terms of the Member's plan of benefits, the Member may be responsible for any charges in excess of the reasonable charge. For claims that are to be paid at the preferred/in network level under the terms of the Member's plan of benefits (e.g., emergency services), Aetna will negotiate with the facility so that the Member is not responsible for any charges in excess of any applicable deductible and coinsurance/copayments.

The explanation of benefits that the Member receives from Aetna, if applicable, will indicate that the amount paid is based upon the Reasonable Charge Amount and will request that the Member contact Aetna should the Member be balance billed.

The amount actually paid to the provider under the Facility Charge Review Program will be used as the basis for the calculation of the Member's coinsurance and deductibles.

III. National Advantage Program – Itemized Bill Review (**This section is not applicable to the Dental PPO II Program**)

Itemized Bill Review is an optional component of NAP. It is only available in conjunction with the National Advantage Program, and is not available separately.

Prior to claim adjudication when an inpatient facility claim exceeds a threshold (currently \$20,000) and Aetna's contracted rate with provider uses a "percentage of billed charges" methodology, Aetna will forward the claim to the vendor for review. The billed charges will be reviewed for billing inconsistencies and errors. The vendor examines each claim and provides Aetna with billing error detail and the amount of eligible covered (payable) charges. Aetna then pays the claim using the contracted rate, a percentage of this adjusted amount.

When an inpatient facility claim is reduced based on the bill review, the Member's EOB will identify an IBR reduction in the "not payable" column to show that the Member is not responsible for the difference between the billed charges and the actual paid amount. The amount actually paid to the provider under the Program will be used as the basis for the calculation of the Member's coinsurance and deductibles. The Member is only responsible for the applicable coinsurance and deductible. Our provider contracts do not permit the facility to bill the member for the billing adjustments.

IV. Terms and Conditions

A. Customer Charges for Provider Payments

NAP

Subject to the terms herein, Aetna agrees that for Covered Services rendered by a Provider for which Aetna has a) accessed a contracted rate, or b) negotiated an Ad-Hoc rate, or c) applied a Reasonable Charge Amount for facility services, or d) applied an Itemized Bill Review reduction, Customer shall be charged the amount paid to the Provider. This amount shall be equal to the contracted rate, Ad-Hoc Rate, or Reasonable Charge Amount less any payments made by the Member in accordance with the Plan.

Dental PPO II Program

Subject to the terms herein, Aetna agrees that for Covered Services rendered by a Provider for which Aetna has accessed a contracted rate, Customer shall be charged the amount paid to the Provider. This amount shall be equal to the contracted rate, less any payments made by the Member in accordance with the Plan.

B. Access Fees

1. As compensation for the services provided by Aetna under NAP and the Dental PPO II Programs for savings achieved, Customer shall pay Access Fees to Aetna as described in the Fee Schedule (excluding Aggregate Savings with respect to claims for which Aetna is liable for funding, e.g., claims in excess of an individual or aggregate stop loss point).
2. Access Fees shall be paid by the Bank to Aetna via wire transfer or such other reasonable transfer method agreed upon by Aetna and the Bank. The Customer agrees to provide funds through its designated bank sufficient to satisfy the Access Fee in accordance with the banking agreement between the Customer and the Bank, i.e., Access Fees will be included in the request from the Bank for payment/funding of claims.
3. An Access Fee will be credited to the Customer for any Aggregate Savings subsequently reduced or eliminated for which the Customer has already paid an Access Fee.
4. Aetna shall provide quarterly reports of Aggregate Savings and Access Fees. Access Fees may be included with claims in other reports for NAP and the Dental PPO II Program.

C. Member Information Regarding National Advantage Program and Dental PPO II Program.

For most products/plans, Customer will inform Members of the availability of NAP and Dental PPO II Program. Further, a Customer's Plan document language defining reasonable charge or recognized charge must conform to Aetna requirements. Aetna shall provide information regarding participating Providers on DocFind®, Aetna's online provider listing, on our website at www.Aetna.com or by other comparable means.

D. Definitions

As used herein:

"Access Fee" means the amount(s) to be paid by Customer to Aetna for access to the savings provided under NAP and the Dental PPO II Program.

"Ad-Hoc Rate" means the rate which was negotiated for a specific claim in the absence of a pre-negotiated contracted rate with a Provider.

"Aggregate Savings" as to NAP - means the difference between (i) the amount which would have been due or otherwise paid to Providers for Covered Services without the benefit of NAP, and (ii) the amount due Providers for Covered Services as a result of NAP.

"Aggregate Savings" as to the Dental PPO II Program - means the difference between: (i) the trended average charges for the applicable geographic area, as determined by Aetna, in its sole discretion, and (ii) the amount due to Providers as a result of the Dental PPO II Program negotiated rates.

“Covered Services” means the health services subject for which charges are paid pursuant to the Plan.

“Member” means a person who is eligible for coverage as identified and specified under the terms of the Plan.

“Plan” means the portion of Customer’s employee welfare benefit plan, which provides health benefits to Members as administered by Aetna.

“Providers” means those physicians, hospitals, dental providers and other health care providers whose services are available at a savings under NAP and the Dental PPO II Program.

“Reasonable Charge Amount” means the amount determined by Aetna to be a reasonable charge for a service in the geographic area where the service was provided to the Member.

E. Customer Acknowledgements

Customer acknowledges that:

1. The NAP listing of Providers includes Providers that are (i) participating by virtue of direct contracts with Aetna and its affiliates, and (ii) participating by virtue of Aetna’s contracts with unaffiliated third parties that have contracts with Providers, and provide Aetna with access to these contracted rates for the purpose of NAP. **(This section is not applicable to the Dental PPO II Program)**
2. Aetna does not guarantee (a) any particular discounts or any level of discount will be made available through providers listed as participating in NAP and the Dental PPO II Program; (b) any obligation to make any specific Providers or any particular number of Providers available for use by Plan participants. Aetna does not credential, monitor or oversee those Providers who participate through third party contracts. Providers listed as participating in NAP and the Dental PPO II Program may not necessarily be available or convenient.
3. Aetna is not responsible for the acts or omissions of any provider listed as participating in NAP and the Dental PPO II Program. All such providers are providers in private practice, are neither agents nor employees of Aetna, and are solely responsible for the health care services they deliver.
4. The following claim situations may not be eligible for NAP: **(This section is not applicable to the Dental PPO II Program)**
 - Claims involving Medicare when Aetna is the secondary payer
 - Claims involving coordination of benefits (COB) when Aetna is the secondary payer.
 - Claims that have already been paid directly by the Member.

F. General Provisions

1. Neither party shall be liable to the other for any consequential or incidental damages whatsoever. Aetna's aggregate cumulative liability to the Customer for all losses or liabilities arising under or related to this Appendix, regardless of the form of action, shall be limited to the Access Fees actually paid to Aetna by the Customer for services rendered; provided, however, this limitation will not apply to or affect any performance standards set forth in the Services Agreement.
2. The terms and conditions of this Appendix shall remain in effect for any claims incurred prior to the termination date that are administered by Aetna after the termination date. Except as provided herein, this Appendix is subject to all of the provisions of the Services Agreement, provided, however, in the event of any conflict between this Appendix and the Services Agreement, the terms of this Appendix shall govern.

Appendix V

List of Aetna Affiliated HMOs for POS II, Aetna Select and SI HMO Medical Products

Aetna has arranged to provide integrated administration of the POS II, the Aetna Select and SI HMO Product(s), through the HMOs. The HMOs include the following entities to the extent that Plan beneficiaries elect coverage under Products offered in geographic areas served by such entity. Aetna Life Insurance Company is authorized to represent the HMOs listed below for purposes of the execution and administration of this Services Agreement, including receipt of any notices to Aetna required hereunder:

- Aetna Health, Inc. (CT)
- Aetna Health of California Inc.
- Aetna Health Inc. (ME)
- Aetna Health Inc. (NY)
- Aetna Health Inc. (NJ)
- Aetna Health Inc. (PA)
- Aetna Health Inc. (FL)
- Aetna Health Inc. (GA)
- Aetna Health Inc. (MI)
- Aetna Health Inc. (TX)

Medical Performance Guarantees

General Performance Guarantee Provisions

Aetna Life Insurance Company (ALIC) provides health benefits administration and other services for the self-funded Aetna Choice POS II (CPII), and Open Access Aetna Select Medical and Health plans. The services set forth in this document will be provided by ALIC (hereinafter "Aetna").

Performance Objectives

Aetna believes that measuring the activities described below are important indicators of how well it services Williamson County. Aetna is confident that the Plan Administration, Claim Administration and Member Services provided to Williamson County will meet their high standards of performance. To reinforce Williamson County's confidence in Aetna's ability to administer their program, Aetna is offering guarantees in the following areas:

Performance Category	Minimum Standard	Proposed Penalty
Implementation		
• Implementation-100% Client Satisfaction	-Average evaluation score of 3.0 or higher -120 days or greater from business award to effective date	2.0%
• ID Card Production & Distribution	97% of ID cards mailed prior to 11/1/2014 upon receiving complete, accurate eligibility files by 10/1/2014	1.5%
Account Management		
• Overall Account Management	Average evaluation score of 3.0 or higher	2.0%
• Claim Administration		
• Turnaround Time	91.0% of claims processed within 12 <i>calendar days</i>	1.5%
• Financial Accuracy	99.2%	1.5%
Total Claim Accuracy	95.0%	1.5%
Member Satisfaction	Positive response rate of 80% or higher	1.5%
• Member Services		
• Telephone Service Factor	80.0% within 30 seconds	1.5%
• Abandonment Rate	2.5%	2.0%
Total		15.0%

Medical Performance Guarantees

Guarantee Period

The guarantees described herein will be effective for a period of 12 months and will run from **November 1, 2014 through October 31, 2015** (hereinafter "guarantee period").

The performance guarantees shown below will apply to the self-funded Aetna Choice POS II (CPII), and Open Access Aetna Select Medical and Health plans administered under the Administrative Services Only Agreement ("Services Agreement"). These guarantees **do not** apply to non-Aetna benefits. In addition, our network guarantees do not apply to non-Aetna networks.

If Aetna processes runoff claims upon termination of the Services Agreement, performance guarantees of Turnaround Time, Financial Accuracy, and/or Total Claim Accuracy will not apply to such claims. Furthermore, performance guarantees described herein will not apply to the guarantee period claims if termination is prior to the end of the guarantee period. In addition, performance guarantees will not be reconciled and payouts will not occur until the full guarantee period administrative service fees have been paid. Failure to remit applicable service fees within the grace period may invalidate certain guarantees listed below

Aggregate Maximum

The maximum penalty adjustment will be equal to **15.0%** of actual base service fees collected. In no event will fees be adjusted by more than **30.0%** due to results of this guarantee and all other guarantees combined.

Administrative Service Fees at risk exclude commissions and charges collected outside of the monthly billed administrative services fees.

Termination Provisions

Termination of the guarantee obligations shall become effective upon written notice by Aetna in the event of the occurrence of (i), (ii) or (iii) below:

- i. a material change in the plan initiated by Williamson County or by legislative action that impacts the claim adjudication process, member service functions or network management;
- ii. failure of Williamson County to meet its obligations to remit administrative service fees or fund the Williamson County bank account as stipulated in the General Conditions Addendum of the Services Agreement;

Medical Performance Guarantees

- iii. failure of Williamson County to meet their administrative responsibilities (e.g., a submission of incorrect or incomplete eligibility information).

No guarantees shall apply for a guarantee period during which the Services Agreement is terminated by Williamson County or by Aetna.

Refund Process

At the end of each guarantee period, Aetna will compile its Performance Guarantees results. If necessary, Aetna will provide a "lump sum" refund for any penalties incurred by Aetna.

Measurement Criteria

Aetna's internal quality results for the unit(s) processing Williamson County's claims will be used to determine guarantee compliance for any Turnaround Time, Financial Accuracy, and/or Total Claim Accuracy Guarantees. The results for these guarantees will be calculated using industry accepted stratified audit methodologies.

Medical Performance Guarantees**Implementation****Overall Implementation Guarantee (100% Client Satisfaction)**

Guarantee: Aetna developed and utilizes the implementation team concept to carefully coordinate all aspects of the implementation. An Implementation Manager will be assigned to assemble Williamson County's implementation team and develop an Implementation Management Plan for the conversion to the new plan of benefits. This plan will outline the tasks to be accomplished, including the distribution of communication and open enrollment materials, and the successful transfer of eligibility data. The Management Plan will also indicate target dates for their completion.

Working with Williamson County's team, the Implementation Manager will help determine the implementation priorities. As new information becomes available and priorities change, the Implementation Management Plan will be updated. However, for the implementation to progress in a timely manner, Williamson County will be responsible for providing key information to the Implementation Manager as close to the target dates as possible (e.g., finalized account structure, finalized plan of benefits, accurate eligibility files, signed legal agreements).

Aetna is confident that Williamson County will be pleased with our implementation team approach and therefore we are offering an implementation performance guarantee. This guarantee is effective for the implementation period in the first guarantee period. The implementation period commences at the initial implementation meeting and runs through the implementation sign-off.

Penalty and Measurement Criteria: Via timely responses to the attached Implementation Evaluation Tool (provided at the end of this guarantee section), Williamson County agrees to make Aetna aware of possible sources of dissatisfaction throughout the implementation period. Each question will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Aetna will tally the results from the evaluation tool when received. Williamson County's responses to the attached evaluation tool will be used to facilitate a discussion between Williamson County, the Implementation Manager and the Account Executive in our Arlington, TX field office regarding the results achieved. If, at the end of the implementation process, the average score of the evaluations falls below a 3, Aetna will make a mutually agreed upon reduction in compensation, subject to a maximum reduction of 2.0% of the guarantee period administrative service fees. In addition, there must be a time period of 120 days or greater from business award to effective date.

Medical Performance Guarantees**ID Card Production and Distribution**

Guarantee: Aetna guarantees that it will produce and mail 97% of ID cards to plan participants prior to the effective date of 11/1/2014 pending the receipt of complete, accurate and viable electronic enrollment files in-house, to Aetna, by 10/1/2014. In addition, plan design must be finalized at least 60 days prior to the effective date.

Definition: For all *complete, accurate and viable* enrollment data provided by Williamson County and accepted by the system by 10/1/2014, Aetna agrees to produce and mail 97% of ID cards by 11/1/2014 upon file receipt.

Penalty and Measurement Criteria: Aetna will reduce its compensation by 1.5% of the guarantee period administrative service fees if Aetna fails to produce and mail 97% of ID cards to Williamson County's members by 11/1/2014 upon receiving the enrollment eligibility file by 10/1/2014 and Williamson County finalizing plan design at least 60 days prior to the effective date of 11/1/2014. Aetna's implementation team records will be used to determine whether ID cards were produced and mailed within the specified time frame.

Medical Performance Guarantees**Account Management****Overall Account Management Guarantee**

Guarantee: Aetna will guarantee that the services (i.e., on-going financial, eligibility, drafting, and benefit administration and continued customer support) provided by the Field Office Account Management Staff and/or the Employer Service Team during the guarantee period will be satisfactory to Williamson County.

Penalty and Measurement Criteria: Via quarterly responses to the attached Account Management Evaluation Tool (provided at the end of this guarantee section) and this link <http://www.aetnasurveys.com/se.ashx?s=103ED34467D2D0E0>, Williamson County agrees to make Aetna aware of possible sources of dissatisfaction throughout the guarantee period. Williamson County's responses to the attached evaluation tool will evaluate account management services in the following categories: technical knowledge, professionalism, proactive management, accessibility and responsiveness of personnel. Each category will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Aetna will tally the results from the report card(s) when received. The results of the survey(s) will be used to facilitate a discussion between Williamson County and the Account Executive in our Arlington, TX field office regarding the results achieved and opportunities for improvement.

If all report cards based on the frequency of the guarantee are not completed and returned within 15 days after the end of the quarter, it will be assumed that the service provided to Williamson County is satisfactory and the guarantee is met. If the score on the first report card and the report card(s) for the subsequent survey(s) average a 3.0 or higher, no credit is due. Satisfactory service would equal a score of 3.0 and would be based on the total average of 24 questions with a rating scale of 1 to 5. Should the score from the first report card and the average of the remaining report card(s) fall below a 3.0 (meaning that service levels have not improved), Aetna will make a mutually agreed upon reduction in compensation, subject to a maximum reduction of 2.0% of the guarantee period administrative service fees.

Medical Performance Guarantees

Claim Administration

Turnaround Time

Guarantee: Aetna will guarantee that the claim turnaround time during the guarantee period will not exceed 12 *calendar* days for 91.0% of the processed claims on a cumulative basis each year.

Definition: Aetna measures turnaround time from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pended). **Weekends and holidays are included in turnaround time.**

Penalty and Measurement Criteria: If the cumulative year turnaround time (TAT) exceeds the day guarantee as stated above, Aetna will reduce its compensation by an amount equal to 0.3% of the guarantee period administrative service fees for each full day that Turnaround Time exceeds 12 calendar days for 91.0% of all processed claims. There will be a maximum reduction of 1.5% of the guarantee period administrative service fees.

If Williamson County has >3000 enrolled members, a computer generated turnaround time report for Williamson County's specific claims will be provided on a quarterly basis. If <3000 enrolled members, results will be reported at the site level. If the customer has multiple products, the minimum membership requirement will apply to each product.

Financial Accuracy

Guarantee: Aetna will guarantee that the guarantee period dollar accuracy of the claim payment dollars will be 99.2% or higher.

Definition: Financial accuracy is measured using industry accepted stratified audit methodology. The results are calculated by calculating the financial accuracy for a subset of claims (a stratum) and then extrapolating the results based on the size of the population and combining with the extrapolated results of the other strata. Each overpayment and underpayment is considered an error; they do not offset each other. Includes both manual and auto adjudicated claims.

Penalty and Measurement Criteria: Aetna will reduce its compensation by an amount equal to 0.3% of the guarantee period administrative service fees for each full 0.75% that financial accuracy drops below 99.2%. There will be a maximum reduction of 1.5% of the guarantee period administrative service fees.

Medical Performance Guarantees

Aetna's audit results for the unit(s) processing Williamson County's claims will be used. Those results include Aetna's performance in processing ALL customers' claims handled by the unit(s) in question during the Guarantee period, not just your plan's claims. The results for these guarantees will be calculated using industry accepted stratified audit methodologies.

Total (Overall) Claim Accuracy

Guarantee: Aetna will guarantee that the guarantee period overall accuracy of the claim payments will not be less than 95.0%.

Definition: Overall accuracy is measured using industry accepted stratified audit methodology. Accuracy in each stratum (a subset of the claim population) is calculated by dividing the number of claims processed correctly by the total number of claims audited, and then extrapolating the results based on the size of the population and combining with the extrapolated results of the other strata.

Penalty and Measurement Criteria: Aetna will reduce its compensation by 0.3% of the guarantee period administrative service fees for each full 0.75% that total claim accuracy drops below 95.0%. There will be a maximum reduction of 1.5% of the guarantee period administrative service fees.

Aetna's audit results for the unit(s) processing Williamson County's claims will be used. Those results include Aetna's performance in processing ALL customers' claims handled by the unit(s) in question during the Guarantee period, not just your plan's claims. The results for these guarantees will be calculated using industry accepted stratified audit methodologies.

Member Satisfaction

Definition: Aetna will guarantee a positive response rate of 80.0% or better on the standard Aetna Performance Tracking Process. The survey is based on a randomly selected sample of actively enrolled members aged 18-64. Interviews are conducted on a continuous basis throughout the year.

Penalty and Measurement Criteria: Aetna will reduce its compensation by 1.5% of the guarantee period administrative service fees if it fails to meet a positive response rate of 80.0% or better. Results of the Aetna Performance Tracking Process will be used as the measurement criteria. These surveys are performed based on statistically valid samples of members, by product across all customers.

Medical Performance Guarantees**Member Services****Telephone Service Factor (TSF)**

Guarantee: Aetna will guarantee that the telephone service factor for the phone skill(s) providing Williamson County's customer service will not fall below 80.0% of all calls responded to within 30 seconds.

Definition: On an ongoing basis, Aetna measures telephone response time through monitoring equipment which produces a report on the telephone service factor. Total Service Factor measures the speed in which calls are answered by a Customer Service Professionals (CSPs) after being placed in queue by the auto attendant. This does not include the time the caller spent navigating through any auto attendant menus. TSF includes total calls (answered and abandoned) that are offered to CSPs. Interactive Voice Response (IVR) system calls are not included in the measurement of TSF. The TSF measure is reported as a percentage of calls answered within 30 seconds.

Penalty and Measurement Criteria: Aetna will reduce its compensation by 0.3% of the guarantee period administrative service fees for each full percentage point that the cumulative telephone service factor falls below 80.0% for calls to be answered within 30 seconds, to a maximum reduction of 1.5% of the guarantee period administrative service fees. Aetna's results for the phone skill(s) providing member service for Williamson County will be used.

Abandonment Rate

Guarantee: Aetna will guarantee that the average rate of telephone abandonment for the phone skill(s) providing Williamson County's member services will not exceed 2.5%.

Definition: On an ongoing basis, Aetna measures telephone response time through monitoring equipment that produces a report on the average abandonment rate. The abandonment rate measures the total number of calls abandoned divided by the number of calls accepted into the skill.

Penalty and Measurement Criteria: Aetna will reduce its compensation by 0.4% of the guarantee period administrative service fees for each 1.0% that the average abandonment rate exceeds 2.5%. There will be a maximum reduction of 2.0% of the guarantee period administrative service fees. Aetna's results for the phone skill(s) providing member services for Williamson County will be used.

Claim Target Guarantee

Group or Location: Full Replacement
Expected enrollment: 1,399 employees

We are pleased to offer a Claim Savings Guarantee that supports our commitment to Williamson County and your members. The Claim Target Guarantee is offered in addition to the proposed Operational Guarantees and Clinical Guarantees outlined under separate cover in this proposal.

Claim Target Guarantee

Illustrative Claim Projection Development

We guarantee Williamson County's Net Effective Trend for the 12-month guarantee period from November 1, 2014 through October 31, 2015. Outlined below is an illustration of the calculation for the guarantee period. *Dollar amounts are shown for illustrative purposes only.*

Option 1 – Match current Williamson County Plans

Proposed Aetna Enrollment of 1,308 active and pre-65 retirees / 3,610 members in current PPO to Aetna CPII Projection for the Guarantee Period (2014-15)		Factor
Base Year Medical Incurred Claim (per member per year) (a)		\$5,000
The Differential Between the Proposed Plan Design and Base Year Plan Design (b)	X	1.0000
Discount Relativities (c)	X	0.9650
Medical Management & Integration Savings Factor (d)	X	0.9510
Trend Factor (e)	X	1.0950
2014-15 Projected Claim (per member per year)*	=	\$5,024
Net Effective Trend (f)		0.5%

Proposed Aetna Enrollment of 91 active and pre-65 retirees / 254 members in current EPO to Aetna OA AS Projection for the Guarantee Period (2014-15)		Factor
Base Year Medical Incurred Claim (per member per year) (a)		\$5,000
The Differential Between the Proposed Plan Design and Base Year Plan Design (b)	X	1.0000
Discount Relativities (c)	X	0.9650
Medical Management & Integration Savings Factor (d)	X	0.9510
Trend Factor (e)	X	1.0950
2014-15 Projected Claim (per member per year)*	=	\$5,024
Net Effective Trend (f)		0.5%

(a) The base year medical claims will be:

- Finalized 6 months after the beginning of the guarantee period using the information provided by prior carriers
- Adjusted for plan design factors for changes in plan design from baseline period to projection period
- Adjusted for demographic and geographic shifts
- Adjusted to exclude all non-medical claims, including Pharmacy and Specialty Pharmacy Claims

(b) The plan value factor is guaranteed at the time of quotation.

(c) The discount relativities are guaranteed at the time of quotation.

Claim Target Guarantee

- (d) The Medical Management Program Savings Factor accounts for the reduction in medical costs resulting from:
- The integration of our medical, pharmacy, radiology and behavioral health programs for Williamson County
 - Our clinical and cost management programs, including MedQuery[®], Aetna Health ConnectionsSM disease management program, Flex Medical Management and claims payment practices inherent in our programs relative to those in place over the base year. This represents the additional value we offer in these programs compared to current vendors and programs.
 - Williamson County must purchase Aetna Health ConnectionsSM program. The cost of this program is \$4.20 PEPM and is not included in our proposed administrative fee.**
- (e) The trend factor is guaranteed at the time of quotation.
- (f) The Net Effective Trend reflects the total savings of our products and programs

Option 2 – Matches current PPO plan, plus includes Seton Health Alliance (SHA)

Proposed Aetna Enrollment of 910 active and pre-65 retirees / 2,075 members moving to Aetna Custom network OA AS Projection for the Guarantee Period (2014-15)		Factor
Base Year Medical Incurred Claim (per member per year) (a)		\$5,000
The Differential Between the Proposed Plan Design and Base Year Plan Design (b)	X	1.0000
Discount Relativities (c)	X	0.9650
Medical Management & Integration Savings Factor (d)	X	0.9510
SHA Savings Factor (e)		0.9110
Trend Factor (f)	X	1.0950
2014-15 Projected Claim (per member per year)*	=	\$4,577
Net Effective Trend (g)		-8.5%

Proposed Aetna Enrollment of 489 active and pre-65 retirees / 1,071 members moving to Aetna CPII Projection for the Guarantee Period (2014-15)		Factor
Base Year Medical Incurred Claim (per member per year) (a)		\$5,000
The Differential Between the Proposed Plan Design and Base Year Plan Design (b)	X	1.0000
Discount Relativities (c)	X	0.9650
Medical Management & Integration Savings Factor (d)	X	0.9510
Trend Factor (f)	X	1.0950
2014-15 Projected Claim (per member per year)*	=	\$5,024
Net Effective Trend (g)		0.5%

- (a) The base year medical claims will be:
- Finalized 6 months after the beginning of the guarantee period using the information provided by prior carriers
 - Adjusted for plan design factors for changes in plan design from baseline period to projection period
 - Adjusted for demographic and geographic shifts
 - Adjusted to exclude all non-medical claims, including Pharmacy and Specialty Pharmacy Claims

Claim Target Guarantee

- (b) The plan value factor is guaranteed at the time of quotation.
- (c) The discount relativities are guaranteed at the time of quotation.
- (d) The Medical Management Program Savings Factor accounts for the reduction in medical costs resulting from:
 - The integration of our medical, pharmacy, radiology and behavioral health programs for Williamson County
 - Our clinical and cost management programs, including MedQuery[®], Aetna Health ConnectionsSM disease management program, Flex Medical Management and claims payment practices inherent in our programs relative to those in place over the base year. This represents the additional value we offer in these programs compared to current vendors and programs.
 - **Williamson County must purchase Aetna Health ConnectionsSM program. The cost of this program is \$4.20 PEPM and is not included in our proposed administrative fee.**
- (e) The ACO Savings factor is guaranteed at the time of quotation and assumes that a limited option Aetna Select plan is offered alongside an Aetna Choice POS II plan, with contributions structured so that a minimum of 65% of eligible members are enrolled in the ACO designated plan.
- (f) The trend factor is guaranteed at the time of quotation.
- (g) The Net Effective Trend reflects the total savings of our products and programs

Explanation of the Guarantee

We guarantee the process and the factors for developing the projected claims as noted. We will reconcile the Claim Target Guarantee annually. Any adjustments will be determined based on the table below. The maximum penalty adjustment will be equal to 20% of actual collected base service fees, excluding program fees at risk in the Clinical Guarantees. In no event will fees be adjusted by more than 30% of actual collected due to results of the claim-based performance guarantee and all other performance guarantees combined. Any reference to collected fees means those fees collected for the guarantee period as of the time of the final reconciliation of the guarantee.

Actual Claims PMPY vs. Annual Projection	Fee Adjustment	Maximum Guarantee Period Adjustment
> 103%	2.0% fee reduction for each full 1.0% of difference of actual claims above target corridor	20%
<= 103%	No Adjustment	N/A

Claim Target Guarantee

Structure of the Guarantee

The Claim Target Guarantee assumes the following:

- **The claim factor analysis is completed at quotation.** The claim projection is illustrative. The assessment of our performance will be based on the actual claim projection, which will be calculated once the incurred claims for the base period are known.
- **Base year claim projections are finalized 6 months after the beginning of the guarantee period.** When establishing projected claims we will use November 1, 2013 through October 31, 2014 incurred claims paid through April 30, 2015.
- **Settlement of the guarantee is completed at least 6 months after the end of the guarantee period.** The settlement involves the development of the claim projection by multiplying the base year claims by the factors as outlined in the previous section, Illustrative Claim Projection Development. The base year claims will be adjusted for plan design, demographic and geographic factors, and will exclude all non-medical claims, including pharmacy and specialty pharmacy claims. The claim projection will be compared to the actual annual claims (excluding all non-medical claims, including pharmacy and specialty pharmacy claims) to determine the outcome of the guarantee. 2014-15 projection-year claims will be based on claims incurred in November 1, 2013 through October 31, 2014 and paid through April 30, 2015.

Claim Target Guarantee

Data Requirements for the Guarantee

Please send us the following information for last year's plan year (that is, the plan year just before the year covered by the guarantee). Information is due before the plan year covered by the guarantee. Include details only for the populations (members and products) covered by the guarantee.

- **Plan Design Information** (including plan design changes)

For those members identified as in Aexcel Network areas, plan designs must be developed in such a way that there is preferential steerage towards Aexcel Network providers, creating a disincentive to go outside of Aetna's Aexcel Network for specialist visits. If no such plan design changes are made, Aetna can not guarantee the factor provided in the claim target for Aexcel and that section of the claim target guarantee will be excluded.

- **Membership Information** (including the following):

For each month of the plan year prior to the year covered by the guarantee, a listing of members showing gender, date of birth, zip code, plan design, COBRA indicator

- **Claim Information** – Fee for Service Claims received in three extracts of the data, with the final extract to be used for the evaluation of the guarantee. Timeframes to be covered by the files are as follows:

	Incurred Time Period	Paid Time Period	Date Due to Aetna
Initial Extract of Data	Nov 2013 through Oct 2014	Nov 2013 through Oct 2014	November 15, 2014
Second Extract of Data	Nov 2013 through Oct 2014	Nov 2013 through Jan 2015	February 15, 2015
Final Extract of Data	Nov 2013 through Oct 2014	Nov 2013 through April 2015	May 15, 2015

- Dimensions to be provided in the data: Incurred Month, Paid Month, Plan Design, Medical/Drug Indicator
- Measures to be included on the data: Paid Claims

Claim Target Guarantee

In addition, we must receive 24 months of prior carrier medical and pharmacy data in order to guarantee our Medical Management Savings Factor for our clinical programs. If this data is not provided, we reserve the right to adjust the Medical Management Savings Factor.

- **Claim Information - Large Claims** by plan for claims paid in excess of \$50,000.

Plan Design, Program and Engagement Requirements

A holistic approach to benefit and program design and support is necessary in order to impact trend appropriately. The following are requirements in order for this claim target guarantee to be valid. If any of these aspects are not instituted, the claim target guarantee may be eliminated or its parameters revised.

Plan Design

- Minimum Emergency Room copay of \$100.
- Urgent Care copay that is at least \$50 less than Emergency Room copay.
- Steerage from hospital based services to free standing facilities.
- 100% coverage for preventive services.
- Minimum \$500 deductible and \$20 PCP/Specialist copays.

Programs

- MedQuery[®]
- Aetna Health ConnectionsSM disease management

Engagement and Communication

- Williamson County will provide meaningful incentives to encourage employees and eligible dependents to complete an annual Health Risk Assessment (HRA) and receive appropriate biometric screenings. We will provide the Health Risk Assessment module, administer the incentives that Williamson County chooses to adopt if Williamson County elects to offer financial incentives to encourage member participation in Aetna's Health Assessment and Healthy Living Programs and other wellness programs, and facilitate any onsite biometric screening activities that Williamson County chooses to pursue.

Claim Target Guarantee**Conditions for the Guarantee**

- This guarantee only applies to claims incurred from November 1, 2014 through October 31, 2015 for active and pre-65 retirees members. COBRA and post-65 retirees, and disabled members are excluded.
- This guarantee assumes that 1,399 Active and pre-65 retirees subscribers will enroll in Aetna medical plans. If the enrolled group by product or in total varies in size by more than 10% from the assumption, or if the combined enrolled pre-65 retirees varies in size by more than 2% or comprise more than 5% of the total Aetna covered group, the guarantee may be revised.
- Aetna is assumed to be the full replacement vendor for medical, pharmacy and behavioral health coverage.
- We require a minimum enrollment of 1,300 employees in the quoted Aetna self-funded products.
- We have assumed that we will receive 24 months of prior carrier medical and pharmacy data in order to ensure effective execution of our clinical programs beginning on the effective date of November 1, 2014.
- The guarantee may be revised if there is a 5% or greater change in the projected cost factors related to the combination of geography, age, and gender in any site with at least 100 subscribers enrolled or a 10% change in the total number of subscribers enrolled in each individual Aetna product or in aggregate, including the impact of new or terminating locations and/or groups.
- All members covered by the guarantee are assumed to have only Aetna as the option for all products listed in the offer. Any changes to the product and service offerings could lead to the guarantee being revised or removed from consideration.
- There is a minimum employer contribution requirement of at least 50% of the total cost at each tier rate and the employer contribution percentage will not decline by more than 5 percentage points from the 2014-15 plan year by product.
- The guarantee may be revised if there are any acquisitions or divestitures by Williamson County.

Claim Target Guarantee

- At least 75% of eligible employees must participate in the employer's plan or at least 50% when excluding those providing proof of enrollment in a spouse's plan. Failure to meet this requirement may result in the guarantee being revised or removed.
- The medical plans must maintain a minimum network utilization of 90% for this guarantee to remain in effect.
- We reserve the right to revise or remove the guarantee entirely or for a specific group whose current plan design, claims experience, average member enrollment and/or census cannot be evaluated by Aetna.
- Claims for individuals for whom pre-existing conditions underwriting rules have been waived are excluded from this guarantee.
- Employees whose continuation in Aetna's benefit options stems from an involuntary termination occurring after the effective date shall not be included in this guarantee. In addition, any significant reduction in members in a specific geographic location may result in the guarantee being revised or removed.
- All non-medical claims, including Pharmacy and specialty Pharmacy claims, are excluded from the total incurred claims of both the base year and the guarantee period.
- Claims per individual per year paid in excess of \$50,000 are excluded from the total incurred claims of both the base year and the guarantee period.
- We have assumed that the National Advantage Plan will be included for the guarantee period (11/1/2014-10/31/2015).
- We have assumed that our subrogation services through a third-party vendor are provided.
- We reserve the right to make appropriate changes to this guarantee if there are any changes to the current or proposed benefit plans or if there is a change in government laws or regulations that have a quantifiable impact on claim costs.
- No guarantees shall apply for a guarantee period during which the Services Agreement is terminated by either Customer or by Aetna.

Claim Target Guarantee

- We are relying on information from Williamson County and its representatives in establishing the rates and terms of this guarantee. If any of this information is inaccurate and has an impact on the cost of the programs, we reserve the right to revise or remove the guarantee from consideration.
- This guarantee cannot be offered in conjunction with Aggregate Stop Loss coverage or in conjunction with the Medical Discount Guarantee.
- Williamson County must purchase Aetna Health ConnectionsSM disease management program.
- Williamson County will provide meaningful incentives to encourage employees and eligible dependents to complete an annual Health Risk Assessment (HRA) and receive appropriate biometric screenings. We will provide the Health Risk Assessment module, administer the incentives that Williamson County chooses to adopt if Williamson County elects to offer financial incentives to encourage member participation in Aetna's Health Assessment and Healthy Living Programs and other wellness programs, and facilitate any onsite biometric screening activities that Williamson County chooses to pursue.
- The maximum adjustment will be 20% of actual collected base service fees, excluding fees at risk in the Medical Management Guarantees, for this Claim Target Guarantee. In no event will fees be adjusted by more than 30% of actual collected base service fees due to the results of the Claim Target Guarantee and all other performance guarantees combined.

Medical Financial Assumptions

We have made every effort to respond to Williamson County's request in a manner that reflects our existing and expected business practices for the contract period beginning on the effective date of November 1, 2014 continuing through October 31, 2015. If you decide to establish a business relationship with us, you will need to enter into a contractual agreement after we confirm benefits, services and fees in a Letter of Understanding.

Our quotation assumes that our standard contract provisions and claim settlement practices will apply unless otherwise stated.

Please refer to the Fee Exhibit for a list of the specific programs and services that we offer.

Medical Financial Assumptions

Underwriting Assumptions and Caveats

- **Services Agreement ("Contract") Period** – The contract period begins on the effective date of November 1, 2014.
- **Pricing and Underwriting Basis** – We have assumed that the proposed plan of benefits will be extended to the employee group(s) included on the census file that was submitted with the request for proposal. Our enrollment assumptions are shown on the fee exhibits. Our proposal assumes that coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.
- **Participation Requirement** – There is a minimum requirement of 250 enrolled employees for administration of the proposed self-funded plan. However, any Performance Guarantee is contingent upon the total number of covered lives (i.e., the total number of Williamson County employees enrolled for coverage) set out in our proposal.
- **Plan Design** – These products are offered subject to the terms of our Benefit Review Document.
- **Health Care Reform Disclosure** – This proposal is intended to be compliant with healthcare reform.

The Federal government released regulations related to grandfathering of health plans in existence on March 23, 2010. Under the health care reform legislation, health plans existing prior to the enactment of the legislation may be "grandfathered" and not subject to some of the mandated benefits and reform provisions. Changes in your benefit design as well as your contribution strategy may affect grandfathering. Plan sponsors are required to notify Aetna if their contribution rate changes for a grandfathered plan at any point during the plan year. On January 1, 2014, grandfathered plans need to comply with the requirement to cover dependent children up to age 26 on their parent's plan even if they have other employer sponsored coverage available.

This proposal assumes your plan is not grandfathered.

As a non-grandfathered plan, the plan will include benefits for preventive care as defined by regulation without cost sharing on in-network services.

Medical Financial Assumptions

This new business proposal includes the women's preventive care coverage requirements, e.g., coverage for contraceptive methods and counseling, breastfeeding support and equipment, and prenatal care.

Certain religious employers may be exempt from contraceptive services coverage requirements, or may be eligible for a religious accommodation.

Except for specific and limited scenarios described as transitional rules in the health care reform legislation, if a plan's grandfathered status has been lost, it cannot be regained. If, after reviewing the grandfathering rules with your benefit consultant or counsel, "Williamson County" determines that your coverage could be or is grandfathered, and you want to retain grandfathered status, you should contact Aetna for further instructions.

Retiree Only Plan Status Certification

Guidance issued by the Internal Revenue Service ("IRS"), Department of Labor ("DOL"), and Department of Health and Human Services ("HHS") has indicated that "retiree only" plans are exempt from the new benefit mandates under ACA including Medical Loss Ratio ("MLR") and rebate requirements for insured plans (Retiree only plans are subject to certain ACA fees and assessments). In order to demonstrate the establishment of a retiree only plan, a plan should maintain, separately from the plan for current (i.e., active) employees, a separate plan document and Summary Plan Description (SPD) and file a separate Form 5500. If you have a retiree only plan, and want to be considered exempt, please submit a retiree only certification form and required documentation to Aetna.

The benefits and fees within this proposal are subject to change pending any required approvals or future guidance from state or federal regulatory agencies. If you have questions, please contact your Sales/Account Executive.

Aetna reserves the right to modify its products, services, rates and fees, in response to legislation, regulation or requests of government authorities resulting in changes to plan benefits and to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

Benefit Mandates – Essential Health Benefits

The ACA prohibits the application of annual and lifetime dollar limits for any Essential Health Benefits for all plans effective on or after January 1, 2014. To the extent that your current benefit plan includes such limits, this quote includes the removal of those limits.

Medical Financial Assumptions**Benefit Mandates – Member Out of Pocket Limit**

For non-grandfathered plans effective or renewing on or after January 1, 2014, all in-network medical, behavioral health, and pharmacy member cost sharing must apply to the member out-of-pocket (OOP) maximum. The OOP maximum value must also fall within the limits set under the tax law for high deductible health plans paired with HSA's, for 2014 the limit is \$6,350/\$12,700. This is subject to change based on future guidance or regulation.

Please note that existing regulations for Mental Health Parity already require group health plans to have shared out-of-pocket accumulators with medical benefits.

- **Transitional Reinsurance Contribution:**

ACA Taxes and Fees - Notice of Self-Funded Group Health Plan's Financial Liability

Any taxes or fees (assessments) applied to self-funded benefit plans related to the Affordable Care Act will be solely the obligation of the plan sponsor.

Under Section 1341 of the Affordable Care Act, self-funded group health plans are responsible for paying an assessment to fund state-based non-profit reinsurance entities that will administer a high-risk pool for the individual market. The assessment is imposed for a limited number of years, beginning in 2014 and ending in 2016.

The Secretary of Health and Human Services (HHS) provides the methods for determining the amount each self-funded group health plan is required to pay. Beginning in 2014, self-funded group health plans are required to submit membership counts and related payments to HHS. The administrative service fees that Aetna is presenting do not include any such plan sponsor liability or reporting services.

- **States' All payer Claims database (APCD) reporting** -State all payer claims database regulations require insurance carriers and third party administrators (TPAs) for self-funded plans to supply data to that state's all payer claims database (APCD). As a TPA for your self-funded plan, Aetna is required to submit health care claims data to states with APCDs for all insured and self-funded plans. However, in some states, the law indicates that providing the data for self-funded plans is voluntary. Aetna will provide your self-funded plan data to these states unless you inform us in writing that you do not wish us to do so.

Medical Financial Assumptions

- **Fee Guarantee** – The first-year fees for the self-funded coverages included in this proposal for the period November 1, 2014 continuing through October 31, 2015 are guaranteed according to the per-employee, per-month fees as illustrated on the financial exhibit(s). We guarantee that the second-year fees will increase over the first-year mature fees by 3%. We also guarantee that the third-year fees will increase over the second-year fees by 3%. We also guarantee that the fourth-year fees will increase over third-year fees by 4%. We also guarantee that the fifth-year fees will increase over fourth-year fees by 4%.
- **Fee Guarantee Parameters** – We reserve the right to recalculate the guaranteed fees using our then current book of business formula under the circumstances described below. In such case, Williamson County will be required to pay any difference between the fees collected and the new fees calculated retroactive to the start of the guarantee period. Aetna may recalculate:
 1. If, for any product:
 - a. There is a 10% decrease in the number of employees in aggregate from our enrollment assumptions or from any subsequently reset enrollment assumptions.
 - b. The member-to-employee ratio increases by more than 10%. We have assumed a member-to-employee ratio of:
 - 2.28 for OA AS
 - 2.19 for CPII
 2. If maximum account structure exceeds 80 units per product. Account structure determines the reporting format. During the installation process, we will work with Williamson County to finalize the account structure and determine which report formats will be most meaningful. Maximum total account structure includes Experience Rating Groups (ERGs), controls, suffixes, billing and claim accounts.
 3. If a material change in the plan of benefits is initiated by Williamson County or by legislative or regulatory action.
 4. If a material change is initiated by Williamson County or by legislative or regulatory action in the claim payment requirements or procedures, claim fiduciary option, alternate office processing usage, or any other change materially affecting the manner or cost of paying benefits.

Medical Financial Assumptions

5. If the agreement is terminated by Williamson County resulting in Aetna having to incur charges for maintaining plan structure to report and/or process runoff claims.
6. If the National Advantage™ Program (NAP), Facility Charge Review (FCR) or Itemized Bill Review (IBR) programs are changed or terminated by Williamson County.
7. If Aetna Pharmacy Management (APM) is terminated by Williamson County.
8. If Aetna programs and services including, but not limited to, Informed Health® Line (IHL), are terminated by Williamson County.
9. If Williamson County terminates any other Aetna products not addressed within this financial package including, but not limited to, Dental products, and/or Pharmacy products.
10. If Williamson County places the products and services included in this multi-year fee guarantee out to bid, then this guarantee will be nullified.
11. If legislation, regulation or requests of government authorities result in material changes to plan benefits, Aetna also reserves the right to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.
12. If source documentation of the dependent limiting age, which is required for plan installation, is not received.

In the absence of documentation from the current carrier(s), the fees consider the dependent limiting age is up to age 26 student/non-student based on health care reform legislation. The expected claims and, if applicable, the resultant claim target factors contemplate the change to a dependent limiting age of up to 26/26 student/non-student and may be amended upward upon receipt of the dependent eligibility documentation.

If one or more of the circumstances identified above occurs, then the additional financial guarantees between Aetna and Williamson County including, but not limited to, claim-based performance guarantees may also be modified or terminated in accordance with the financial conditions contained in those documents.

We are relying on information from Williamson County and its representatives in establishing the fees and terms of this proposal. If any of this information is inaccurate and has an impact on the cost of the programs, we reserve the right to adjust our fees and terms upon the receipt of corrected information.

Medical Financial Assumptions

- **Claim Wire Billing Fees** - Claim wire billing fees refers to the portion of the total administrative expenses that will be charged through the claim wire as the services are rendered, and are subject to any future fee increases. These programs/services are excluded from the administrative fees as illustrated on the financial exhibits and will not appear as part of the monthly billing statement.
- **Claim Fiduciary (Option 6)** – Our proposal assumes that Aetna will act as claim fiduciary for all Level I (benefit review and determination of claims) appeals. Williamson County assumes claim fiduciary responsibility for all Level II (deciding appeals and final claims determination) appeals. The fee included for this service assumes a member-to-employee ratio range of 2.01 to 2.30.
- **External Review** – External Review is included in our self-funded proposal. External review uses outside vendors who coordinate a medical review through their network of outside physician reviewers.
- **Non-ERISA** – For a non-ERISA plan, the risks and responsibilities are different from those under ERISA plans, since the ERISA preemption and ERISA standard of performance do not apply. Our charge for non-ERISA plans must take into account the additional liability risk as compared to known risks under an ERISA plan. An additional \$0.35 per-employee, per-month is charged for non-ERISA plans and has been included in our fees as shown on the financial exhibit(s).
- **Banking** – We have assumed that Williamson County provides funds through a Fed drawdown by Aetna wire transfer for drafts issued under the self-funded arrangement assumed in this proposal.

We have assumed a \$20,000 stockpiling point plus an end of month close-out request for fund wiring requests.

We have assumed Williamson County will use no more than three primary banking lines. Additional wire lines and customized banking arrangements will result in an adjustment to the proposed pricing.

Medical Financial Assumptions

- **Support for SBC Draft Documents**

At Williamson County's request and expense, we will provide assistance in connection with the preparation of draft Summaries of Benefits and Coverage (SBCs) subject to the direction, review and final approval of Williamson County. The development of draft SBCs by Aetna will be based on the benefits information Williamson County has provided and existing plan information from our benefit source system. We will include plan design information in the draft SBC relating to products or services administered under the Services Agreement by Aetna as well as any additional pharmacy or behavioral health carve out information or benefits information provided by the Williamson County or its delegate. SBCs are not required for "retiree-only plans" as defined by the ACA and Aetna will not be supporting generation of SBCs for "retiree-only plans".

Williamson County has the responsibility to review and approve any SBCs and revisions thereto and to consult with Williamson County's legal counsel, at its discretion, in connection with said review and approval, as well as to disseminate the final SBC to Plan participants. We have no responsibility or liability for the content or distribution of any of the Williamson County's SBCs, regardless of the role we may have played in the preparation of the documents. The production of SBCs will not be subject to Service or Performance Guarantees.

Provision of draft SBCs is subject to the following service pricing: \$1,500 per draft SBC, with an annual charge not to exceed \$15,000.

Our preference is to collect this fee over the claim funding wire. This SBC charge will be processed into a unique CRS Draft Account so it can be easily segregated from other activity. We will send Williamson County a Claim Wire Billing (CWB) Notification email on the day after it records in CRS. This process is fully transparent and will show the fee as due and paid in all documentation such as the accounting package and Schedule C filing. As an alternative, we can send Williamson County a Direct Bill for this service.

- **Health Insurance Portability and Accountability Act (HIPAA)** - Our proposal assumes that Aetna will not be providing HIPAA certifications of coverage for terminated employees. We would be willing to provide HIPAA certifications for an additional charge of \$0.29 per employee, per month.

Medical Financial Assumptions

- **Late Payment** - If Williamson County fails to provide funds on a timely basis to cover benefit payments as provided in the Agreement, and/or fails to pay service fees on a timely basis as provided in such Agreement, Aetna will assess a late payment charge. The current charges are:
 - late funds to cover benefit payments (e.g., late wire transfers after 24-hour request): 12.0% annual rate
 - late payments of service fees after 31 day grace period: 12.0% annual rate

Aetna reserves the right to collect any incurred late payment charges through the claim wire on a monthly basis provided there is no other special payment arrangements in-force to fund any incurred late payment charges. Williamson County will be notified by Aetna in writing to obtain approval prior to billing any late payment charges through claim wire.

We will provide advance written note to Williamson County of any change to late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to Aetna under the Agreement or at law or in equity for failure to pay.

- **Advance Notification of Fee Change** – We will notify Williamson County of any fee change within 31 days of the fee change.
- **Consultant Compensation** – The quoted fees do not include consultant compensation.
- **Disclosure Statement** – We have various programs for compensating agents, brokers and consultants. If you would like information about compensation programs for which your agent, broker, or consultant is eligible; payments (if any) that we have made to your agent, broker, or consultant; or other material relationships your agent, broker, or consultant may have with us, you may contact your agent, broker, or consultant or your Aetna account representative. Information about our programs for compensating agents, brokers, or consultants is also available at www.aetna.com.
- **Specialty Pharmaceutical Rebates** – We will retain (as compensation for our efforts in administering the Preferred Specialty Pharmaceutical Program) all specialty pharmaceutical rebates earned on drug claims that we administer and pay through the medical benefit rather than the pharmacy benefit.

Medical Financial Assumptions

- **Transition Allowance** – We are including a transition allowance of up to \$25,000 that may be used toward reasonable implementation and communication services procured by Williamson County to pay for transition-related expenses incurred during the November 1, 2014 through October 31, 2015 plan year. These funds will be available as of the effective date of the period. We will make payment for transition-related expenses after Williamson County has presented the invoice(s) outlining the expenses they incurred. Any remaining amounts of the allowance after October 31, 2015 will be forfeited.

Any amounts (“transition allowance”) that we pay to a plan sponsor to offset or reimburse such plan sponsor for any expense or costs incurred as a result of contracting with Aetna for benefits plan administration services, will be paid in accordance with applicable law. Plan sponsors are advised to determine appropriate accounting for these payments with their own counsel or accountant. Any plan sponsor receiving a transition allowance or other payments from us that offset or reimburse expenses that would otherwise be paid from plan assets, should consult with their ERISA counsel to determine if such allowance must be credited to plan assets, and for additional counsel regarding the accounting for reporting of such payments.

- **Wellness Allowance** – We are including a wellness allowance of up to \$50,000 that may be used toward reasonable wellness services procured by Williamson County from third-party vendors to pay for wellness-related expenses incurred during the November 1, 2014 through October 31, 2015 plan year. This includes wellness fairs, biometric screenings, onsite flu vaccinations, etc. These funds will be available as of the effective date of the period. We will pay wellness-related expenses after Williamson County has presented the invoice(s) outlining the expenses they incurred. Invoices must be submitted to us within 60 days of the service being incurred. Any remaining amounts of the allowance after October 31, 2015 will be forfeited.

A wellness allowance of \$50,000 is available in November 1, 2015 through October 31, 2016 and November 1, 2016 through October 31, 2017 plan years. Please note, the allowance of \$50,000 is available for each year and is forfeited at the end of each year if not fully utilized (it does not get rolled over for a cumulative amount).

Medical Financial Assumptions

Any amounts ("wellness allowance") that we pay to a plan sponsor to offset or reimburse such plan sponsor for any expense or costs incurred as a result of contracting with Aetna for benefits plan administration services, will be paid in accordance with applicable law. Plan sponsors are advised to determine appropriate accounting for these payments with their own counsel or accountant. Any plan sponsor receiving a wellness allowance or other payments from us that offset or reimburse expenses that would otherwise be paid from plan assets, should consult with their ERISA counsel to determine if such allowance must be credited to plan assets, and for additional counsel regarding the accounting for reporting of such payments.

- **Federal Mental Health Parity** - The Federal Mental Health Parity and Addiction Equity Act of 2008 applies to fully insured traditional and HMO, Middle Market (MM) & National Accounts (NA) commercial plans as well as self-funded Traditional and HMO MM & NA commercial plans for plan years beginning on or after October 3, 2009. This means many calendar year plans were required to comply with the Act by Jan. 1, 2010. The Interim Final Regulations applied to plan years beginning on or after July 1, 2010, so calendar year plans must comply with the regulations by January 1, 2011. However, given that this is a self-funded plan, it is ultimately up to Williamson County to comply with Federal Mental Health Parity. We can continue to make our recommendation regarding application and how we think their plan should be designed in order to comply but we are not in the position to provide self-funded plan sponsors legal advice. Therefore, Williamson County should speak to their own legal counsel and make the final determination related to compliance with Federal Mental Health Parity.
- **Data Integration (Set-up)** - Our proposal assumes one historical medical and one historical pharmacy data integration feed. For an additional fee, historical medical and pharmacy data integration feeds maybe added.
- **Data Integration (On-Going)** - Options and pricing for integrating claims data from an external vendor into one or more of our systems will vary depending on the scale of Williamson County's integration needs.
- **Health Care Reform and Dependent Eligibility Verification (DEV)** – The Affordable Care Act (ACA) expanded the terms under which a plan will be required to cover children under age 26. However, there are still reasons why dependent children may not be eligible for coverage.

Medical Financial Assumptions

Employers need to be vigilant in protecting their plan, especially when employees may be confused by changes under health care reform. We strongly recommend a dependent eligibility verification and maintenance program. This solution remains one of the most compelling means to obtain immediate savings and protect your health plan(s) from unnecessary claim expenditures. Our clients who have utilized our comprehensive DEV services have found between 4 and 8 percent of their covered dependents were in fact ineligible for coverage.

Dependent eligibility verification is completed through our subcontractor ACS and is available for all self-funded medical customers. There are two options Williamson County can choose from, initial audit or maintenance. In addition, this program can be customized to meet Williamson County's specific needs. The charge is on a per project basis, and varies by customer. If Williamson County is interested we would be happy to provide pricing. Billing is through our third party partner ACS.

- **Additional Products and Services** – Costs for special services rendered that are not included or assumed in the pricing guarantee will be billed through the claim wire, on a single claim account, when applicable, to separately identify charges. Additional charges that are not collected through the claim wire during the year will either be direct-billed or reconciled in conjunction with the year-end accounting and may result in an adjustment to the final administration charge. For example, Williamson County will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Medical Financial Assumptions

Network Services

- **Network Contracting** - In addition to standard fee-for-services rates, contracted rates with network providers may also be based on case and/or per diem rates and in some circumstances, include risk-adjustment calculations, quality incentives, pay-for-performance and other incentive and adjustment mechanisms. These mechanisms may include payments to organizations that may refer to themselves as accountable care organizations (“ACOs”) and patient-centered medical homes (“PCMHs”), in the form of accountable care payments (ACP) and incentive arrangements based on clinical performance and cost-effectiveness. The ACP amount is based upon an assessment for each member who is already accessing providers in an ACO, and is assessed retrospectively on a quarterly basis and collected through established claim wire. Each ACO will have a different ACP based on the clinical efficiencies targeted and Aetna’s negotiations. The ACP assists the ACO in funding transformation of the health care system to improve quality, reduce costs and enhance the patient experience by:
 - Identifying and engaging patients at risk for health crises sooner through more data-sharing
 - Increasing patient engagement in best-in-class care management programs through doctor-driven outreach
 - Delivering better health outcomes through increased collaboration between Aetna and ACO providers
- **National Advantage™ Program** – Our National Advantage Program (NAP) includes three components: the base program, Facility Charge Review (FCR), and Itemized Bill Review (IBR). The base program offers access to contracted rates for medical claims that could otherwise be paid at billed charges under many indemnity plans, the out-of-network portion of network-based plans, or for emergency/medically necessary services not provided within the network. FCR provides reasonable charge allowance review for most inpatient and outpatient facility claims where a NAP contracted rate is not available. IBR reviews in-network facility charges that meet certain criteria and are not billed on a per-diem basis. The review may result in the elimination of certain types of charges before their adjudication.

Medical Financial Assumptions

Fees for the National Advantage Program are charged as a percentage of savings achieved by NAP. Savings are generally defined as the difference between the reference price and the NAP priced amount, where the reference price is typically defined as (a) for facility services, the amount billed by the provider; (b) for professional services, the 80th percentile of the applicable FAIR Health database; or (c) for claims reviewed under Itemized Bill Review, the in-network rate prior to removal of any non-payable charges identified through the claim review. Additional details and any exceptions to the general savings definition above are available upon request.

Our quoted fees assume that we will retain 50% of NAP savings. This percentage is not included in the per-employee, per-month fees. The fee is only charged when NAP rates are applied.

- **Institutes of Excellence™ Transplant Network** – As part of our National Transplant Program, a registered nurse is assigned to each member to assist with every phase of the transplant process, from evaluation through post-transplant recovery. The nurse coordinates care and assists your employees in accessing covered treatment through our contracted Institutes of Excellence (IOE) transplant network. The program also features dedicated claims and member services staff for special handling of patient claims and benefits issues. The IOE transplant network is our national network of facilities for transplants and transplant related services. Hospitals that have been selected to participate in our IOE transplant network have met enhanced quality thresholds for volumes and outcomes. The charge is on a per transplant basis, whether or not an IOE facility is used. The charge is based on each plan sponsor's specific utilization. Billing is through the claim wire process at the rate of \$2,500 when a member is wait-listed for a transplant and \$7,500 when a member's transplant procedure is complete.

Medical Financial Assumptions

Claim and Member Services

- **Policies and Claim Settlement Practices** – Our quotation assumes that our standard contract provisions and claim settlement practices will apply. If a material change is initiated by Williamson County or by legislative or regulatory action in the claim payment requirements or procedures, account structure, or any changes materially affecting the manner or cost of paying benefits, we reserve the right to adjust our proposal accordingly.
- **Run-In Claim Processing** – Our proposal excludes run-in claim processing from the prior carrier (claims incurred before the effective date of the plan).
- **Run-Off Claims Processing** – Our fees reflect an incurred (mature) claim base and take into account the expenses associated with the processing of run-off claims following cancellation, subject to the conditions of these financial assumptions.
- **Medical EOB Suppression** – Unless required by state law, we do not produce EOBs for Aetna Choice[®] POS II, Open Access[™] Aetna SelectSM, claims when there is no member liability. Our claim system automatically suppresses an EOB where benefits are assigned and the member's liability is either zero or consists of a copayment only. Additionally, EOBs are always available electronically through Aetna Navigator.
- **Claims Subrogation** – We have entered into an agreement with the firm of Rawlings & Associates to provide comprehensive subrogation services. A contingency fee of 30% is retained upon recovery for self-funded customers.
- **Claims History Transfer (set up)** - These files are used to administer deductible and internal maximums. There is no cost associated with receiving claim history files electronically from the prior carrier for initial implementation. There will be a charge for files received in a format other than electronically; costs are based on the complexity and format of the data.
- **Medical Service Center** – We have assumed that claim administration and member services for the quoted plans will be provided centrally by the Arlington, Texas Service Center. Members will be able to reach the Member Service representatives Monday through Friday, from 8 a.m. to 6 p.m. or local time (based on where the member resides).

Medical Financial Assumptions

- **Patient Management Center** – Patient Management services for Williamson County will be administered by our regional Patient Management Centers.
- **Alternate Office Processing (AOP)** – We regularly use both internal and external claim adjudication services to meet service requirements of our business. These services may be located inside or outside of the United States. Aetna quality standards and controls apply to all claims regardless of where they are processed. Standard pricing assumptions are in effect based on type of product, auto-adjudication, plan design, and customer specific requirements. We may adjust service fees based on the above factors and/or where plan sponsors wish to limit use of Alternative Office Processing (AOP).
- **Third-Party Audits** – We do not typically charge to recoup internal costs associated with a third-party audit. We reserve the right to recover these expenses if significant time and materials are required.
- **Mental Health/Substance Abuse Benefits** – Our quotation assumes that mental health/substance abuse benefits are included.

Reporting

- **Aetna InformaticsSM Reporting and Consulting** – In addition to our electronic tool, Aetna Health Information Advantage, Williamson County will receive 5 hours of support for report generation and/or consulting services for customer data housed in Aetna Health Information Advantage.
- **Eligibility Transmission** – Our proposal assumes we will receive eligibility information weekly or biweekly, from Williamson County's location(s) and/or by Williamson County's designated vendor. Our preferred method of submission is via electronic connectivity. We do not charge for the first 4 Electronic Reporting (ELRs)/segments whether associated with one transmission or by multiple methods. Costs associated with more than 4 ELRs/segments or with any custom programming necessary to accept Williamson County's eligibility information and/or information coming from a designated vendor are not included in this proposal and will be assessed separately. During the installation, we will review all available methods of submitting eligibility information and identify the approach that best meets Williamson County's needs or the needs of their designated vendor.

Medical Financial Assumptions**Pharmacy**

- **Self-Funded Pharmacy Fee Guarantee** – The administrative service fee for the first three policy periods will be \$0.00 pepm. Aetna reserves the right to revise this guarantee if the number of lives changes by more than 10% from what was assumed.
- **Formulary Rebates** – We agree to provide 100% of rebates to Williamson County. We have provided a Rebate Guarantee for Williamson County showing the minimum amount of rebates Williamson County will receive. We have agreed to guarantee this minimum level of the manufacturer volume discounts we receive based on actual utilization of formulary drugs under contract (see separate Pharmacy Financial Guarantee Document).
- **Specialty Pharmaceutical Rebates** – All specialty pharmaceutical rebates earned on drugs administered and paid through the medical benefit rather than the pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the Preferred Specialty Pharmaceutical Program.
- **Retail Pharmacy Discounts and Dispensing Fees** - The Retail Brand and Generic Discounts and Dispensing Fees offered may or may not be equal to the actual discounts and fees negotiated and paid to the Participating Pharmacies. The Retail Brand and Generic Discounts and Dispensing Fees may result in either a positive or negative margin for Aetna. Any positive margin may be retained by Aetna. Any negative margin will not be recouped by Aetna from Williamson County.
- **In-House Pharmacy** – Aetna has assumed 0.0% in-house pharmacy utilization. Aetna reserves the right to re-evaluate the proposed pricing if the actual in-house pharmacy utilization varies from this assumption.
- **Termination** - If (a) Williamson County terminates the Agreement prior to the date the APM rebate check is issued, or (b) the Agreement is terminated by Aetna for Williamson County's failure to meet its obligations to fund benefits or pay administrative fees (medical or APM) under the Agreement, Aetna will be entitled to deduct deferred administrative fees or other plan expenses due to the termination date from any rebate check due Williamson County following the termination date.
- **Early Termination** - If the Aetna Pharmacy Management (APM) is terminated by Williamson County prior to October 31, 2017, Aetna will retain any rebates not issued as of the APM cancellation date.

Pharmacy Financial Guarantees

All guarantees and underlying conditions set forth herein are subject and limited to Prescription Drugs dispensed by Participating Pharmacies.

I. Discount Guarantee

For the Contract Years November 1, 2014 through October 31, 2015, November 1, 2015 through October 31, 2016 and November 1, 2016 through October 31, 2017 (each hereinafter referred to as a "Contract Year"), Aetna will guarantee the Discount Savings Percentages for Brand and Generic Drugs as set forth in the chart below:

Williamson County's Pharmacy Discounts				
Contract Year	Retail Brand Discount (Post Rollback AWP basis)	Retail Generic Effective Discount*	Mail Order Brand (Post Rollback AWP basis) Discount	Mail Order Generic Effective Discount*
November 1, 2014 – October 31, 2015	16.00%	71.50%	24.00%	73.50%
November 1, 2015 – October 31, 2016	16.10%	71.70%	24.10%	73.70%
November 1, 2016 – October 31, 2017	16.20%	71.90%	24.20%	73.90%

* The above stated Retail and Mail Order Generic effective discounts are illustrative. Aetna will review Williamson County's utilization and reserves the right to modify the effective discount guarantees within the first 90 days of the effective date.

Retail Discount Reconciliation

The discount savings percentage will be calculated for Retail Drugs by dividing AWP less the ingredient cost for the drugs dispensed by the AWP for such drugs. The AWP and Ingredient Costs for MAC and Non MAC Generic Drugs will be combined for the purposes of the reconciliation.

$$\text{Discount Savings Percentage} = \frac{\text{AWP} - \text{Ingredient Cost}}{\text{AWP}}$$

Pharmacy Financial Guarantees

Reconciliation: Pharmacy data from Aetna's data warehouse will be analyzed. If the Discount Savings Percentage for Retail Drugs realized by Williamson County is less than the applicable Pharmacy Discount Savings Guarantee, Aetna shall pay to Williamson County an amount equal to the percentage difference multiplied by the applicable total AWP for such drugs.

Compound drug claims, claims that process at U&C, direct member reimbursement (DMR) claims, and claims for products dispensed by Aetna Specialty Pharmacy are excluded from the discount guarantees. Aetna reserves the right to exclude claims for over-the-counter products, supplies, vaccines, workers compensation claims, and in-house pharmacy or 340b claims from the discount guarantees.

Mail Order Discount Reconciliation

The discount savings percentage will be calculated for Mail Order Drugs by dividing the AWP less the ingredient cost for the drugs dispensed by the AWP for such drugs. The AWP and Ingredient Costs for MAC and Non MAC Generic Drugs will be combined for the purposes of the reconciliation.

$$\text{Discount Savings Percentage} = \frac{\text{AWP} - \text{Ingredient Cost}}{\text{AWP}}$$

Reconciliation: Pharmacy data from Aetna's data warehouse will be analyzed. If the Discount Savings Percentage for Mail Order Drugs realized by Williamson County is less than the applicable Pharmacy Discount Savings Guarantee, Aetna shall pay to Williamson County an amount equal to the percentage difference multiplied by the applicable total AWP for such drugs.

Compound drug claims, claims that process at U&C, direct member reimbursement (DMR) claims, and claims for products dispensed by Aetna Specialty Pharmacy are excluded from the discount guarantees. Aetna reserves the right to exclude claims for over-the-counter products, supplies, vaccines, workers compensation claims, and in-house pharmacy or 340b claims from the discount guarantees.

Pharmacy Financial Guarantees

II. Rebate Guarantee

For the Contract Years November 1, 2014 through October 31, 2015, November 1, 2015 through October 31, 2016 and November 1, 2016 through October 31, 2017 (each hereinafter referred to as a "Contract Year"), Aetna will pass through 100% of Rebates to Williamson County and guarantees that Williamson County shall receive the applicable minimum Rebate per script as indicated below:

Guaranteed Minimum			
Contract Year	Script Type	Minimum Guarantee Per Retail Script	Minimum Guarantee Per Mail Order Script
November 1, 2014 – October 31, 2015	Brand	\$29.25	\$76.25
November 1, 2015 – October 31, 2016	Brand	\$30.50	\$79.25
November 1, 2016 – October 31, 2017	Brand	\$31.75	\$83.00

Guarantee Reconciliation: If, for any given Contract Year, the actual average Rebate per script paid to Williamson County is less than the applicable Rebate Guarantee specified in the table above, Aetna will pay to Williamson County an amount equal to the difference between the applicable Rebate Guarantee and the actual average Rebate per script paid to Williamson County, multiplied by the total number of applicable scripts during such Contract Year. Any additional Rebates collected by Aetna above the Rebate Guarantee amounts during the Contract Year will be passed through to Williamson County in accordance with the first paragraph of this Section II. For the purposes of this Rebate guarantee, retail scripts shall include Claims for services rendered by the Aetna Specialty Pharmacy.

Pharmacy data from Aetna's systems will be analyzed. Collected Rebates will be released to Williamson County quarterly. Rebate allocations will be made within 180 days from the end of such allocation period. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. Williamson County shall adopt the Aetna Formulary in order to be eligible to receive Rebates unless otherwise agreed upon by Williamson County and Aetna. Rebates are paid on Specialty Products dispensed through Participating Pharmacies and covered under the Plan. For the purposes of this guarantee, any penalty will be calculated based on the aggregate results across both retail and mail order.

Pharmacy Financial Guarantees**III. Dispensing Fee Guarantee**

For the Contract Years November 1, 2014 through October 31, 2015, November 1, 2015 through October 31, 2016 and November 1, 2016 through October 31, 2017 (each hereinafter referred to as a "Contract Year"), Aetna will guarantee the Dispensing Fees set forth in the chart below.

	Retail Brand Per Script	Retail Generic Per Script	Mail Order Per Script
Williamson County's RX Dispensing Fee	\$1.40	\$1.40	\$0.00

Compound drug claims, claims that process at U&C, direct member reimbursement (DMR) claims, and claims for products dispensed by Aetna Specialty Pharmacy are excluded from the dispensing fee guarantees. Aetna reserves the right to exclude claims for over-the-counter products, supplies, vaccines, workers compensation claims, and in-house pharmacy or 340b claims from the dispensing fee guarantees.

On an annual basis, Williamson County will be provided dispensing fee reporting from Aetna's data warehouse.

IV. Important Information about Aetna's Pharmacy Benefit Management Services

- A. Customer acknowledges that from time to time, Aetna receives other payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates and which are paid separately to Aetna or designated third parties (e.g., mailing vendors, printers). These payments are to reimburse Aetna for the cost of various educational programs. These programs are designed to reinforce Aetna's goals of maintaining access to quality, affordable health care for Plan Participants and Customers. These goals are typically accomplished by educating physicians and Plan Participants about established clinical guidelines, disease management, appropriate and cost-effective therapies, and other information. Aetna may also receive payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates as compensation for bona fide services it performs, such as the analysis or provision of aggregated information regarding utilization of health care services and the administration of therapy or disease management programs.

These other payments are unrelated to the Prescription Drug Formulary Rebate arrangements, and serve educational as well as other functions. Consequently, these payments are not considered Rebates, and are not included in the Rebates provided to Customer, if any.

Pharmacy Financial Guarantees

- B. Customer acknowledges that in evaluating clinically and therapeutically similar Prescription Drugs for selection for the Formulary, Aetna reviews the costs of Prescription Drugs and takes into account rebates negotiated between Aetna and Prescription Drug manufacturers. Consequently, a Prescription Drug may be included on the Formulary that is more expensive than a non-Formulary alternative before any Rebates Aetna may receive from a Prescription Drug manufacturer are taken into account. In addition, certain Prescription Drugs may be chosen for Formulary status because of their clinical or therapeutic advantages or level of acceptance among physicians even though they cost more than non-Formulary alternatives. The net cost to a self-funded plan sponsor for covered prescriptions will vary based on (i) the terms of Aetna's arrangements with Participating Pharmacies; (ii) the amount of the Plan Participant's copayment, coinsurance or deductible obligation under the terms of the plan; and (iii) the amount, if any, of Rebates to which Customer is entitled under its agreement with Aetna. As a result, a self-funded plan sponsor's actual claim expense per prescription for a particular Formulary Prescription Drug may in some circumstances be higher than for a non-Formulary alternative.

In prescription plans with copayment or coinsurance tiers, use of Formulary Prescription Drugs generally will result in lower costs to Plan Participants. However, where the prescription plan utilizes copayments or coinsurance calculated on a percentage basis, there could be some circumstances in which a Formulary Prescription Drug would cost the Plan Participant more than a non-Formulary Prescription Drug because (i) the negotiated Participating Pharmacy payment rate for the Formulary Prescription Drug may be more than the negotiated Participating Pharmacy payment rate for the non-Formulary Prescription Drug, and (ii) Rebates received by Aetna from Prescription Drug manufacturers do not reduce the amount a Plan Participant pays to the pharmacy for an individual prescription drug.

- C. The charges that Aetna negotiates with Aetna Rx Home Delivery ("MOD") may be higher than the cost MOD pays for Prescription Drugs and the cost of the fulfillment services it provides. For these purposes, MOD's cost of purchasing Prescription Drugs takes into account discounts, credits and other amounts that it may receive from wholesalers, manufacturers, suppliers and distributors.
- D. The Retail Brand and Generic Discounts and Dispensing Fees guaranteed hereunder may or may not be equal to the actual discounts and fees negotiated and paid by Aetna to the Participating Pharmacies. The Retail Brand and Generic Discounts and Dispensing Fees may result in either a positive or negative margin for Aetna. Any positive margin may be retained by Aetna. Any negative margin will not be recouped by Aetna from Williamson County.

Pharmacy Financial Guarantees**V. Conditions of Guarantees**

The following conditions apply to these guarantees:

- These guarantees only apply to Claims under managed prescription drug benefits to be administered by Aetna, and will remain in force during the Contract Year.
- Aetna reserves the right to make appropriate changes to these guarantees if there are any changes to the current or proposed benefit plans and plan design. We have assumed that Aetna's standard formulary will be used.
- Brand Drug claims are expected to represent 16.4% of the total pharmacy Claims and MOD Claims are expected to represent 7.0% of the total pharmacy Claims. Aetna may revisit the structure or conditions of these guarantees if the overall brand or MOD utilization decreases by more than 15% from these assumptions.
- A total of 1,399 employees are expected to be enrolled in Aetna's pharmacy product. Aetna may revisit the structure or conditions of this guarantee if there are any significant changes in the population (i.e. geographic, demographic, or eligible mix) or if there is a change of greater than 15% of this enrollment.
- Aetna reserves the right to make appropriate changes to these guarantees if there are any significant changes in the composition of Aetna's pharmacy network or in Aetna's pharmacy network contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with Aetna, including but not limited to disruption in the retail pharmacy delivery model, and bankruptcy of a chain pharmacy.
- Aetna reserves the right to revise these guarantees if (a) there is a change in government laws or regulations which have a significant impact on pharmacy claim costs, or (b) any material manufacturer rebate contracts with Aetna are terminated or modified in whole or in part, or (c) there is any legal action or Law that materially affects or could materially affect the manner in which Aetna administers the rebate program, or if an existing Law is interpreted so as to materially affect or potentially have a material affect on Aetna's administration of the program.
- Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the plan sponsor. The pharmacy pricing that Aetna is presenting does not include any such plan sponsor liability.

Pharmacy Financial Guarantees

- If (a) Williamson County terminates the Agreement prior to the date the APM rebate check is issued, or (b) the Agreement is terminated by Aetna for Williamson County's failure to meet its obligations to fund benefits or pay administrative fees (medical or APM) under the Agreement, Aetna will be entitled to deduct deferred administrative fees or other plan expenses due to the termination date from any rebate check due Williamson County following the termination date.
- If the Aetna Pharmacy Management (APM) is terminated by Williamson County prior to October 31, 2017, Aetna will retain any rebates not issued as of the APM cancellation date.
- These guarantees are reconciled independently from each other and results from each guarantee do not have an impact on the reconciliation of others.

VI. Definitions

When used in these Aetna Pharmacy Management Financial Guarantees, capitalized terms shall have the following meanings except as otherwise defined:

"Average Wholesale Price" or "AWP" means the average wholesale price of a Prescription Drug as identified by Medispan (or other drug pricing service determined by Aetna). The applicable AWP for Prescription Drugs filled in (a) any Participating Pharmacy other than a mail service pharmacy will be the AWP on the date the drug was dispensed for the NDC for the package size from which the drug was actually dispensed, and (b) any mail service Participating Pharmacy will be the AWP on the date the drug was dispensed for the 11-digit NDC for the package size from which the drug was actually dispensed.

"Brand Drug" means a Prescription Drug with a proprietary name assigned to it by the manufacturer and distributor. Brand Drug does not include those drugs classified as a Generic Drug hereunder.

"Calculated Ingredient Cost" means the lesser of:

- a. AWP less the applicable percentage Discount;
- b. MAC; or
- c. U&C Price.

The Calculated Ingredient Cost does not include the Dispensing Fee, the Cost Share or sales tax, if any.

"Claim" or "Claims" means any electronic or paper request for payment or reimbursement arising from a Participating Pharmacy providing Covered Services to a Plan Participant.

Pharmacy Financial Guarantees

"Discount" means the Calculated Ingredient Cost rate or MAC to be charged by Aetna to Customer for Prescription Drugs. The Discount excludes the Dispensing Fee, Cost Share and sales tax, if any.

"Dispensing Fee" means an amount agreed by Customer and Aetna in consideration of the costs associated with a Participating Pharmacy dispensing medication to a Plan Participant.

"DMR Claim" means a direct member (Plan Participant) reimbursement claim.

"Generic Drug" means a Prescription Drug, whether identified by its chemical, proprietary, or non-proprietary name that (a) is accepted by the U.S. Food and Drug Administration as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient, or (b) is deemed by Aetna to be pharmaceutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient.

"Law" means any law, statute, rule, regulation, ordinance and other pronouncement having the effect of law of the United States of America, any foreign country or any domestic or foreign state, county, city or other political subdivision, or of any governmental or regulatory body, including without limitation, any court, tribunal, arbitrator, or any agency, authority, official or instrumentality of any governmental or political subdivision.

"Maximum Allowable Cost" or "MAC" means the cost basis for reimbursement established by Aetna, as modified from time to time, for the same dose and form of Generic Drugs which are included on Aetna's applicable MAC List.

"MAC List(s)" means the lists of MAC payment schedules for Prescription Drugs, devices and supplies identified as readily available as a Generic Drug or generally equivalent to a Brand Drug (in which case the Brand Drug may also be on the MAC List) and developed and maintained or selected by Aetna and that, in each case, are deemed to require or are otherwise capable of pricing management due to the number of drug manufacturers, utilization and/or pricing volatility.

"On-Line Claim" means a claim that (i) meets all applicable requirements, is submitted in the proper timeframe and format, and contains all necessary information, and (ii) is submitted electronically for payment to Aetna by a Participating Pharmacy as a result of provision of Covered Services to a Plan Participant.

"Participating Pharmacy" means a Participating Retail Pharmacy, Aetna Mail Order Pharmacy or Aetna Specialty Pharmacy.

Pharmacy Financial Guarantees

"Prescription Drug" means a legend drug that, by Law, cannot be sold without a written prescription from an authorized Prescriber. For purposes of this Agreement, insulin, certain supplies, and devices shall be considered a Prescription Drug.

"Rebates" shall mean certain monetary distributions made to Customer by Aetna under the pharmacy benefit and funded from retrospective amounts paid to Aetna (i) pursuant to the terms of an agreement with a pharmaceutical manufacturer, (ii) in consideration for the inclusion of such manufacturer's drug(s).

Aetna Demonstrating Value Scorecard

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Aetna Demonstrating Value Scorecard**General Performance Guarantee Provisions**

Aetna Life Insurance Company, on behalf of itself and its affiliates ("Aetna") provides health benefits administration and other services (set forth in this document) for the self-funded Aetna medical plans operated on behalf of Williamson County.

Performance Objectives

Aetna believes that measuring the activities described below is an important indicator of how well it services Williamson County. To reinforce Williamson County's confidence in Aetna's ability to administer its program, Aetna is offering guarantees for its Care Management Programs, which include Aetna Health ConnectionsSM - Disease Management, Member Satisfaction Surveys, and Case Management and Utilization Management.

Medical knowledge is dynamic and as research progresses the recommendations for evidence-based clinical guidelines change. Such changes may involve:

- a test, service or medication is no longer recommended
- a change in the frequency or intensity of a test or service, or dosage of a medication
- a change in the clinical goal or target
- a change in the specifications for the denominator population

When a recognized national organization changes clinical practice guidelines that impact performance guarantees Aetna reserves the right to amend or eliminate the performance guarantees. This is necessary because physicians will start to manage their patients in accordance with the revised guidelines. If a test, service or medication is no longer recommended then the performance guarantee must be eliminated since we cannot recommend to physicians and patients to have a test done or take a medication that is no longer recommended. When the service continues to be recommended but at a different frequency or with a new target, Aetna must modify the associated metric accordingly.

Aetna will notify Williamson County when such changes are being made. It may be necessary to recalculate performance for the baseline year to reflect changes in clinical target or specifications for denominator population. This is required to accurately calculate improvement from baseline.

Aetna Demonstrating Value Scorecard

	Minimum Standard	PEPM @ risk	Total @ risk
AHC-DM			
• Return on Investment	1:1	\$ 4.20 pepm	\$ 70,510
• Implementation	Score of 3 or greater	\$ 0.20 pepm	\$ 3,358
• Management Reports	Delivered within 90 days	\$ 0.05 pepm	\$ 839
• Clinical & Utilization Outcome Reports	Delivered within 90 days	\$ 0.05 pepm	\$ 839
• Opt Out Rate	less than 5%	\$ 0.20 pepm	\$ 3,358
• Nurse Engagement Rate	50%	\$ 0.20 pepm	\$ 3,358
• Sustained Nurse Engagement	60%	\$ 0.20 pepm	\$ 3,358
• Depression Screening	90%	\$ 0.20 pepm	\$ 3,358
Clinical Outcome Improvement Rates		pepm	\$ -
• Lipid Lowering Drug Usage	70%	\$ 0.10 pepm	\$ 1,679
• Diabetic HbA1c testing	75%	\$ 0.10 pepm	\$ 1,679
• Asthma-controller medications	80%	\$ 0.10 pepm	\$ 1,679
• Cholesterol monitoring	75%	\$ 0.10 pepm	\$ 1,679
Case Management/Utilization Management			
• Case Management ROI	1:1	\$ 0.20 pepm	\$ 3,358
• Precertification ROI	2:1	\$ 0.20 pepm	\$ 3,358
• Concurrent Review ROI	2:1	\$ 0.20 pepm	\$ 3,358
• Case Management Engagement Rate	85%	\$ 0.20 pepm	\$ 3,358
• Discharge Planning	95%	\$ 0.20 pepm	\$ 3,358
• Case Management Plan	95%	\$ 0.20 pepm	\$ 3,358
• Post Discharge Outbound Call	90%	\$ 0.20 pepm	\$ 3,358
• Regional Case Management Screening Rate	95%	\$ 0.20 pepm	\$ 3,358
• High Claimant Screening Rate	95%	\$ 0.20 pepm	\$ 3,358
• UM Touch Rate	85%	\$ 0.20 pepm	\$ 3,358
• Depression Screening	90%	\$ 0.20 pepm	\$ 3,358
Member Satisfaction Surveys			
• AHCDM ; IHL, CM	90%	\$ 0.20 pepm	\$ 3,358
Total		\$ 8.10	\$ 135,983
Employees in above programs:		1,399	

Aetna Demonstrating Value Scorecard**Guarantee Period**

The guarantee period shall be represented as a one-year guarantee for the period for the implementation of the programs and the year immediately following the implementation such as November 1, 2014 through October 31, 2015 and shall be on an annual basis thereafter, upon the mutual agreement of the parties (hereinafter "guarantee period").

The performance guarantees shown below will apply to the incremental cost for each of the programs administered under the Administrative Services Only arrangement (through a 'Services Agreement' or 'Master Services Agreement', as the case may be, but each hereinafter referred to as 'Services Agreement'). The incremental costs for each of the programs are represented in the "amount at risk" column on the scorecard attachment. These guarantees do not apply to non-Aetna benefits or networks.

Performance guarantees described herein will not apply if Services Agreement termination occurs prior to the end of the guarantee period. Performance guarantees are subject to enrollment requirements outlined on the attached conditions and assume Aetna Pharmacy Management is fully integrated.

Aggregate Maximum

Aetna will place at risk \$8.10 PEPM of the collected Care Management programs guarantee period administrative service fees. The Care Management guarantee period administrative service fees will be calculated at the end of the respective guarantee period and will be based on the total number of Williamson County employees enrolled in the underlying medical plans that also offer the services of the programs for each guarantee period. In no event will the total program fees be adjusted by more than 30% of actual collected fees due to the results of this guarantee document and all other service-based performance guarantees combined. Any reference to collected fees means those fees collected for the guarantee period as of the time of the final reconciliation of the guarantee.

Financial Conditions

- If actual enrollment increases or decreases by 10%, Aetna retains the right to revise the performance guarantees.
- MedQuery[®] is an essential component of disease management and must be included.
- This guarantee assumes both medical and pharmacy programs are administered by Aetna.
- For customers utilizing an external vendor for onsite biometric screenings, this guarantee assumes Aetna will receive those external feeds.
- Members enrolled in the medical and pharmacy plans are also enrolled in the Aetna Health Connections Disease Management Program.

Aetna Demonstrating Value Scorecard

- This guarantee assumes that Williamson County's under age 65 population is structured separately from the over age 65 population for accounting/reporting purposes with Aetna, as this guarantee excludes populations that are over age 65 with Medicare primary. If the two populations are not separate, Aetna retains the right to revise the performance guarantees.
- This guarantee assumes the average member age of Williamson County's enrolled Aetna medical plan participants is greater than 34.
- This guarantee assumes that the member/employee ratio for Williamson County is at least 2:1.
- For Aetna Health Connections Disease Management, claim and Rx history must be received by Aetna within the Aetna stated acceptable format for data feeds within one month of the program effective date in order to honor the terms of this guarantee. If Aetna does not receive acceptable file feeds within one month of the programs effective date, then the basis of the guarantee will be book-of business results for the guarantee period. If an external Rx vendor is being utilized, ongoing bi-weekly feeds must be received by specified dates.
- For Aetna Health Connections Disease Management, if program termination occurs within 180 days after the guarantee period, Aetna reserves the right to revert the basis of the guarantee to concurrent book-of business results rather than customer-specific results.
- Williamson County must purchase Aetna Health ConnectionsSM program. The cost of this program is \$4.20 PEPM and is not included in our proposed administrative fee.

Refund Process

Aetna shall provide Williamson County with its final results performance guarantees with the annual accounting after the end of the respective guarantee period. Reporting that outlines associated savings for the contract period is estimated to be available at the end of the third quarter following the close of the respective guarantee period. If the guarantees have not been met, at Williamson County's sole discretion, Aetna shall (1) provide a cash payment to Williamson County for the amount due as a result of Aetna's non-compliance within thirty (30) days of Williamson County's receipt of such results or (2) reduce the following month(s)'s administrative fee payment by the amount due by Williamson County.

Termination Provisions

Termination of the guarantee obligations shall become effective upon written notice by Aetna in the event of the occurrence of (i), (ii) or (iii) below:

- i. A material change in the plan initiated by Williamson County or by legislative action that impacts the claims adjudication process, member services functions, medical management or network management

Aetna Demonstrating Value Scorecard

- ii. Failure of Williamson County to meet its obligations to pay administrative services fees or fund claim payment wires under the Services Agreement
- iii. Failure of Williamson County to meet its administrative responsibilities (for example, a submission of incorrect or incomplete eligibility information)

No guarantees shall apply to Aetna Health Connections - Disease Management Program for a guarantee period during which Williamson County terminates its participation in this program prior to the end of such guarantee period.

No guarantees shall apply for a guarantee period during which the Services Agreement is terminated by Williamson County or Aetna prior to the end of such guarantee period.

Aetna Health ConnectionsSM – Disease Management Program**AHC-DM Return on Investment (ROI)**

Guarantee: Aetna will guarantee that the savings associated with the Disease Management Program will be equal to one times the Disease Management guarantee period administrative service fee of \$4.20 per employee per month (PEPM) to a maximum of the total fee. The guarantee will be reconciled annually using an appropriate combination of an avoided cost methodology for resolved Care Considerations and results from Aetna's most current Disease Management Program evaluation. Book-of-business results will be used.

Penalty/Measurement: The guarantee will be reconciled annually using an appropriate combination of an avoided cost methodology for resolved Care Considerations and results from Aetna's most current Disease Management evaluation. Aetna is willing to place 100 percent of the Disease Management and MedQuery guarantee period administrative service fees at risk. There is no penalty should the ratio of savings to program costs be greater than a 1:1 ratio. If the ratio of achieved savings to the total service fees paid for Disease Management and MedQuery is less than a 1:1 ratio, Aetna will reduce its compensation to ensure Williamson County will save one times the service fees paid for these programs. There will be a maximum reduction of one times the combined Disease Management and MedQuery guarantee period administrative service fees.

Aetna Demonstrating Value Scorecard

Example for ROI: If the guarantee period administrative fees for the MedQuery program are \$150,000 we will guarantee that the guarantee period MedQuery program savings will be equal to the fees paid. If actual guarantee period MedQuery program savings are \$100,000, the guarantee period administrative fee reduction would be \$50,000. This \$50,000 reduction would lower the service fees paid to \$100,000 resulting in a 1:1 ratio of program savings to program costs.

AHC-DM Implementation

Guarantee: Aetna is confident that Williamson County will be pleased with our implementation of this program; therefore, we are offering an implementation performance guarantee. Via timely responses to the attached Implementation Evaluation Tool (provided at the end of this guarantee section), Williamson County agrees to make Aetna aware of possible sources of dissatisfaction throughout the implementation period. Each question will be given a rating of 1 to 5 with 1 as the lowest and 5 as the highest. Aetna will tally the results from the evaluation tool when received. Williamson County's responses to the attached evaluation tool will be used to facilitate a discussion between Williamson County and the Account Executive in our Arlington, Texas field office regarding the results achieved. Aetna guarantees it will achieve a score of 3 or higher at the end of the implementation process.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this metric.

Disease Management Reports

Guarantee: Aetna will make AHC-DM Quarterly Activity Reports available to Williamson County within 90 days after the end of the reporting period via Aetna's website.

Penalty and Measurement Criteria: Aetna will place \$0.05 per employee, per month of the guarantee period administrative service fees at risk for this metric.

Aetna Demonstrating Value Scorecard**Clinical and Utilization Outcome Reports**

Guarantee: Aetna will guarantee Williamson County that Aetna Health Connections Disease Management Outcomes Quarterly Reports will be delivered to the customer within 90 days after the close of the quarter. The report requires 12 months of incurred data with a 3-month lag. Within these reports, Aetna will display clinical and utilization outcome data for Disease Management members for each clinical cluster. For example, for diabetes, the calculations are based upon all acute inpatient admissions for Disease Management Program members identified for diabetes, regardless of the reason for the inpatient stay.

Penalty and Measurement Criteria: Aetna will place \$0.05 per employee, per month of the guarantee period administrative service fees at risk for this metric.

AHC-DM Opt Out Rate

Guarantee: Aetna will guarantee an opt out rate of no more than 5 percent in its AHC-DM program. Opt out is defined as:

$$\frac{\text{Members who opt out during a telephone call}}{\text{Total number of members identified for the DM Program}}$$

Appropriate performance guarantee reports will be used to reconcile this guarantee annually. Results are calculated on a book-of-business basis.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this metric as follows:

- > 10 percent - Aetna returns 100 percent of the fee allocated to this component
- <10 percent, but > 5 percent - Aetna returns 50 percent of the fee allocated to this component

Aetna Demonstrating Value Scorecard**AHC-DM Nurse Engagement Rate**

Guarantee: Aetna will guarantee an engagement rate of 50 percent or better in its AHC-DM program. Engagement is defined as:

$$\frac{\text{Cumulative RN engaged YTD}^*}{\text{All members with outreach completed minus UTR}^{**}}$$

* Includes unique cumulative members who participated in the highest level of intervention (nurse engagement) during the year

** Includes all unique cumulative members reached. (Calculation: enrolled w/RN engagement + supportive engagement)

The metric does not include unable-to-reach (UTR) members. Appropriate performance guarantee reports will be used to reconcile this guarantee annually. Results are calculated on a book-of-business basis.

- < 40 percent - Aetna returns 100 percent of the fee allocated to this component
- 40 percent, but < 50 percent - Aetna returns 50 percent of the fee allocated to this component

AHC-DM Sustained Nurse Engagement

Guarantee: A minimum of 60 percent nurse-engaged participants will complete a minimum of 3 nursing calls. This excludes members moved to the quarterly call program and those members that were identified in the last quarter. Results are calculated on a book-of-business basis.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this metric as follows:

- < 50 percent - Aetna returns 100 percent of the fee allocated to this component
- 50 percent, but < 60 percent - Aetna returns 50 percent of the fee allocated to this component

Aetna Demonstrating Value Scorecard**AHC-DM Depression Screening**

Guarantee: Aetna will guarantee that 90 percent of members 18 years or older enrolled in an AHC-DM Program will be screened for depression. Results are calculated on a book-of-business basis.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this metric as follows:

- < 85 percent - Aetna returns 100 percent of the fee allocated to this component
- 85 percent, but < 90 percent - Aetna returns 50 percent of the fee allocated to this component

Clinical Performance

Guarantee: Aetna will guarantee to maintain and/or improve the compliance levels of clinical outcomes for members identified with certain conditions. The clinical guarantees assume that Aetna receives 24 months of prior carrier medical and pharmacy data to set a baseline for the guarantees. This medical and pharmacy data will be loaded into Aetna systems and the Care Engine. Member claim data must be present for 10 months in the prior carrier data to be considered for the clinical guarantee metrics. The guaranteed targets for 2014 are as follows:

- Coronary Artery Disease (CAD)/Peripheral Artery Disease (PAD) members –CAD members using lipid lowering drugs in the past 12 months.
 - All CAD/PAD, Cardiovascular Disease (CVD) and Diabetes Management (DM) members participating in the AHC-DM Program for a minimum of 6 months during the current guarantee period will achieve a minimum 5 percent improvement in the difference between the baseline compliance rate and the target compliance rate, up to a 70 percent target compliance level, at which point the guarantee will be to maintain the target compliance.

Penalty and Measurement Criteria: Aetna will place \$0.10 per employee, per month of the guarantee period administrative service fees at risk for this guarantee as follows:

- If Aetna achieves the target compliance level of 70%, Aetna returns none of the fee.
- If Aetna does not achieve the target compliance level of 70% but does achieve a minimum five percent improvement between the baseline rate and the target rate, Aetna returns none of the fee.
- If neither of these conditions is met, Aetna will return \$0.10 per employee, per month.

Aetna Demonstrating Value Scorecard

- **Diabetic members –**Diabetic members receiving an HbA1c test in the past 12 months.
 - All diabetic members participating in the AHC-DM Program for a minimum of 6 months during the current guarantee period will achieve a minimum 5 percent improvement in the difference between the baseline compliance rate and the target compliance rate, up to 75 percent target compliance level, at which point the guarantee will be to maintain the target compliance.

Penalty and Measurement Criteria: Aetna will place \$0.10 per employee, per month of the guarantee period administrative service fees at risk for this guarantee as follows:

- If Aetna achieves the target compliance level of 75%, Aetna returns none of the fee.
 - If Aetna does not achieve the target compliance level of 75% but does achieve a minimum five percent improvement between the baseline rate and the target rate, Aetna returns none of the fee.
 - If neither of these conditions is met, Aetna will return \$0.10 per employee, per month.
- **Asthmatic members –**Asthmatic members using appropriate controller medications in the past 12 months.
 - All persistent asthmatic members participating in the AHC DM program for a minimum of 11 months during the current guarantee period and identified as a persistent asthmatic for at least 6 months will achieve a minimum 5 percent improvement in the difference between the previous year result and the target compliance rate, up to an 80 percent target compliance level, at which point the guarantee will be to maintain the target compliance.

Penalty and Measurement Criteria: Aetna will place \$0.10 per employee, per month of the guarantee period administrative service fees at risk for this guarantee as follows:

- If Aetna achieves the target compliance level of 80%, Aetna returns none of the fee.
- If Aetna does not achieve the target compliance level of 80% but does achieve a minimum five percent improvement between the baseline rate and the target rate, Aetna returns none of the fee.
- If neither of these conditions is met, Aetna will return \$0.10 per employee, per month

Aetna Demonstrating Value Scorecard

- CAD/PAD members –CAD/PAD members have their cholesterol monitored in the past 12 months.
 - All CAD/PAD, CVD and DM members participating in the AHC-DM Program for a minimum of 6 months during the current guarantee period will achieve a minimum 5 percent improvement in the difference between the baseline compliance rate and the target compliance rate, up to a 75 percent target compliance level, at which point the guarantee will be to maintain the target compliance.

Penalty and Measurement Criteria: Aetna will place \$0.10 per employee, per month of the guarantee period administrative service fees at risk for this guarantee as follows:

- If Aetna achieves the target compliance level of 75%, Aetna returns none of the fee.
- If Aetna does not achieve the target compliance level of 75% but does achieve a minimum five percent improvement between the baseline rate and the target rate, Aetna returns none of the fee.
- If neither of these conditions is met, Aetna will return \$0.10 per employee, per month.

Reconciliation example:

If a customer's baseline compliance rate is 50 percent and the target compliance rate for the metric is 70 percent, the guarantee will be to improve the rate from the current 50 percent to 51 percent in the following year $[(70 \text{ percent} - 50 \text{ percent}) * 5 \text{ percent}]$.

In order to reconcile clinical outcome guarantees using customer-specific results, the customer must have at least 3,000 employees enrolled in the Aetna medical plan. Additionally, for any individual clinical outcome, there must be a minimum of 30 members participating to reconcile the outcome using customer-specific results. For customers with fewer than 3,000 employees or for an individual outcome for which there are less than 30 members participating, the Aetna book-of-business results will be used to reconcile the guarantee. All clinical outcome improvement guarantees will be reconciled annually using the AHC-DM Annual Clinical Outcomes Report.

Case Management and Utilization Management**Case Management Return on Investment**

Guarantee: Aetna will guarantee that the savings associated with case management will be equal to one and a half times the case management guarantee period administrative service fee \$0.91 PEPM to a maximum of the total fee. Self-insured book-of-business results will be used to reconcile the guarantee annually using Aetna's most current annual Case Management ROI Study.

Aetna Demonstrating Value Scorecard

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this metric.

Precertification Return on Investment

Guarantee: Aetna will guarantee that the savings associated with precertification will be equal to two times the precertification guarantee period administrative service fee of \$0.61 PEPM to a maximum of the total fee. Book-of-business results will be used to reconcile the guarantee annually using Aetna's latest full year National Precertification ROI Report.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this metric.

Concurrent Review Return on Investment

Guarantee: Aetna will guarantee that the savings associated with concurrent review will be equal to two times the concurrent review guarantee period administrative service fee of \$1.01 PEPM to a maximum of the total fee. Book-of-business results will be used to reconcile the guarantee annually using Aetna's most current annual Concurrent Review ROI Study.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this metric.

Case Management Engagement Rate

Guarantee: Aetna will guarantee an engagement rate of 85 percent or better in its AHC-Case Management Program. Engagement is defined as:

$$\frac{\text{Cumulative engaged cases during the year (member and or provider completed clinical call)*}}{\text{Cases eligible for outreach and we reach during the year**}}$$

* The numerator is calculated as total cumulative members/cases engaged in the highest level of the program (nurse/provider engagement) during the year

** The denominator is calculated as all cumulative members/cases or providers identified during the year and where the member is reached during the year

Aetna Demonstrating Value Scorecard

Results are commercial members only. The metric does not include unable-to-reach (UTR) members. Appropriate performance guarantee reports will be used to reconcile this guarantee annually. Results are calculated on a self-insured book-of-business basis.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for our Case Management Engagement Rate guarantee as follows:

- < 75 percent - Aetna returns 100 percent of the fee allocated to this component
- 75 percent, but < 80 percent - Aetna returns 50 percent of the fee allocated to this component
- 80 percent, but < 85 percent - Aetna returns 20 percent of the fee allocated to this component

Discharge Planning

Guarantee: Aetna will guarantee that 95 percent of cases targeted for discharge planning will have activity documented by Patient Management. Self-insured book-of-business results will be used to reconcile the guarantees annually using the appropriate performance guarantee report.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for our Discharge Planning guarantee as follows:

- < 80 percent - Aetna returns 100 percent of the fee allocated to this component
- 80 percent, but < 90 percent - Aetna returns 50 percent of the fee allocated to this component
- 90 percent, but < 95 percent - Aetna returns 20 percent of the fee allocated to this component

Case Management Plan

Guarantee: Aetna will guarantee that 95 percent of cases accepted for case management will have a documented case management plan within 12 business days of the start of the event. Self-insured book-of-business results will be used to reconcile the guarantees annually using the appropriate performance guarantee report.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for our Case Management Plan guarantee as follows:

- < 80 percent - Aetna returns 100 percent of the fee allocated to this component
- 80 percent, but < 90 percent - Aetna returns 50 percent of the fee allocated to this component
- 90 percent, but < 95 percent - Aetna returns 20 percent of the fee allocated to this component

Aetna Demonstrating Value Scorecard**Post Discharge Outbound Call Rate**

Guarantee: Aetna will guarantee that 90 percent of members newly identified for case management outreach as a result of an inpatient hospital stay excluding maternity, newborns, behavioral health, coordination of benefits (COB), Medicare, skilled nursing facility (SNF), transplants (NME) and rehabilitation admissions, will have an outbound member call (attempt or success) documented within 7 business days following the member's documented discharge date. This assumes timeliness of notification of a discharge by a facility provider (defined as notification of discharge within 48 hours or first business day, whichever is sooner). Self-insured book-of-business results will be used to reconcile the guarantee annually using the appropriate performance guarantee report.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for our Post Discharge Outbound Call Rate guarantee as follows:

- < 75 percent - Aetna returns 100 percent of the fee allocated to this component
- 75 percent, but < 85 percent - Aetna returns 50 percent of the fee allocated to this component
- 85 percent, but < 90 percent - Aetna returns 20 percent of the fee allocated to this component

Regional Case Management Screening Rate

Guarantee: Aetna will guarantee that 95 percent of all impactable members (defined as those members with PULSE scores of 13+ with two or more actionability flags (for example, noncompliance of chronic medical therapy, recent high ER or inpatient facility usage, high nonpar \$\$, etc.) will be screened for case management. Self-insured book-of-business results will be used to reconcile the guarantee annually using the appropriate performance guarantee report.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for our Case Management Screening Rate guarantee as follows:

- < 80 percent - Aetna returns 100 percent of the fee allocated to this component
- 80 percent, but < 90 percent - Aetna returns 50 percent of the fee allocated to this component
- 90 percent, but < 95 percent - Aetna returns 20 percent of the fee allocated to this component

Aetna Demonstrating Value Scorecard**Regional Case Management High Claimant Screening Rate**

Guarantee: Aetna will guarantee that 95 percent of all unique members with claims in excess of \$75,000 will have at least one Patient Management intervention (except actions related solely to hospital care) along the continuum of care, as evidenced by case management screening, and/or enrollment in Aetna's Disease Management Program, and/or participation in the National Medical Excellence Program[®] (NME) and/or through pre-or post-hospitalization outbound call attempts. Self-insured book-of-business results will be used to reconcile the guarantee annually using the appropriate performance guarantee report.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for our High Claimant Screening Rate guarantee as follows:

- < 80 percent - Aetna returns 100 percent of the fee allocated to this component
- 80 percent, but < 90 percent - Aetna returns 50 percent of the fee allocated to this component
- 90 percent, but < 95 percent - Aetna returns 20 percent of the fee allocated to this component

Utilization Management Touch Rate

Guarantee: Aetna will guarantee that 85 percent of all inpatient stays, excluding non-high-risk maternity stays, will be touched by at least one Utilization Management (UM) program. Self-insured book-of-business results will be used to reconcile the guarantee annually.

Note: Aetna offers several utilization management programs for members who have been (or will be) admitted to a hospital. A patient may have any, all or none of the programs extended based on a variety of criteria. Despite the possibility of having more than one program administered for a single inpatient stay, the utilization management touch rate only reflects a single program or "touch" by our nurses. For example, if member 1 had concurrent review, member 2 had concurrent review and discharge planning, and member 3 had no programs, then the touch rate would be 2 touched members divided by 3 inpatient stays, or 66.7 percent.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for our Utilization Management Touch Rate guarantee as follows:

- < 75 percent - Aetna returns 100 percent of the fee allocated to this component
- 75 percent, but < 80 percent - Aetna returns 50 percent of the fee allocated to this component
- 80 percent, but < 85 percent - Aetna returns 20 percent of the fee allocated to this component

Aetna Demonstrating Value Scorecard**Depression Screening**

Guarantee: Aetna will guarantee that 90 percent or more of qualified new cases in the Case Management, NME and Beginning Right programs will be screened for depression. Self-insured book-of-business results for Case Management, NME and Beginning Right will be used to reconcile the depression screening guarantee annually using the appropriate performance guarantee report.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this metric as follows:

- < 85 percent - Aetna returns 100 percent of the fee allocated to this component
- 85 percent, but < 90 percent - Aetna returns 50 percent of the fee allocated to this component

Member Satisfaction Surveys

Aetna will guarantee an overall positive response rate of 90 percent or better on medical management program surveys administered during the guarantee period. Member satisfaction surveys will be administered for each individual program and then averaged equally across the surveys to derive one overall member satisfaction survey result for 2014 (for instance, for a customer offering 3 surveys, each result would be blended equally 33.3%). The surveys will be administered on a book-of-business basis. Customer-specific surveys are available for an additional charge.

A minimum of 2 member satisfaction surveys must be administered. The survey results must be blended together to derive one member satisfaction rate that will apply to all surveys administered. For example: AHC-DM survey generates a 92 percent satisfaction level and the wellness survey generates an 88 percent satisfaction level. The guarantee would be considered "met," as the blended average is 90 percent.

Penalty and Measurement Criteria: Aetna will place \$0.20 per employee, per month of the guarantee period administrative service fees at risk for this guarantee.

Aetna Health Connections – Disease Management Program Participant Satisfaction

Guarantee: Aetna will guarantee a blended positive response rate of 90 percent or better on the program surveys administered during the guarantee period. The survey is based on a statistically valid, randomly selected sample size of AHC-DM participants ages 18 to 64.

Aetna Demonstrating Value Scorecard**Informed Health[®] Line Program Participant Satisfaction**

Guarantee: Aetna will guarantee a blended positive response rate of 90 percent or better on the program surveys administered during the guarantee period. The survey is based on a statistically valid, randomly selected sample size of Informed Health Line participants ages 18 to 64.

Case Management Program Participant Satisfaction

Guarantee: Aetna will guarantee a blended positive response rate of 90 percent or better on the program surveys administered during the guarantee period. The survey is based on a statistically valid, randomly selected sample size of case management participants ages 18 to 64

Dental Performance Guarantees

General Performance Guarantee Provisions

Aetna Life Insurance Company (ALIC) provides health benefits administration and other services for the self-funded Dental Preferred Provider Organization (Dental PPO) plan. The services set forth in this document will be provided by ALIC (hereinafter "Aetna").

Performance Objectives

Aetna believes that measuring the activities described below are important indicators of how well it services Williamson County. Aetna is confident that the Plan Administration, Claim Administration and Member Services provided to Williamson County will meet their high standards of performance. To reinforce Williamson County's confidence in Aetna's ability to administer their program, Aetna is offering guarantees in the following areas:

Summary of Performance Standards and Penalties

Performance Category	Minimum Standard	Proposed Penalty
Implementation		
• Implementation	Average evaluation score of 3.0 or higher	3.0%
Account Management		
• Overall Account Management	Average evaluation score of 3.0 or higher	2.0%
Claim Administration		
• Turnaround Time	93.0% of claims processed within 14 calendar days	2.0%
• Financial Accuracy	99.0%	2.0%
• Total Claim (Overall) Accuracy	95.0%	2.0%
Member Services		
• Average Speed of Answer	25 Seconds	2.0%
• Abandonment Rate	2.0%	2.0%
Total		15.0%

Dental Performance Guarantees

Guarantee Period

The guarantees described herein will be effective for a period of 12 months and will run from **November 1, 2014 through October 31, 2015** (hereinafter "guarantee period").

The performance guarantees shown below will apply to the self-funded *Dental PPO plan* administered under the Administrative Services Only Agreement ("Services Agreement"). These guarantees **do not** apply to non-Aetna benefits and/or networks (e.g., passive networks, customer specific networks).

If Aetna processes runoff claims upon termination of the contract, performance guarantees of Turnaround Time, Financial Accuracy, and/or Total Claim Accuracy will not apply to such claims. Furthermore, performance guarantees described herein will not apply to the guarantee period claims if termination is prior to the end of the guarantee period.

Aggregate Maximum

The maximum penalty adjustment will be equal to **15.0%** of actual base service fees collected. In no event will fees be adjusted by more than **20.0%** due to results of this guarantee and all other guarantees combined.

Termination Provisions

Termination of the guarantee obligations shall become effective upon written notice by Aetna in the event of the occurrence of (i), (ii) or (iii) below:

- I. a material change in the plan initiated by Williamson County or by legislative action that impacts the claim adjudication process, member service functions or network management;
- II. failure of Williamson County to meet its obligations to remit administrative service fees or fund the Williamson County bank account as stipulated in the General Conditions Addendum of the Services Agreement;
- III. failure of Williamson County to meet their administrative responsibilities (e.g., a submission of incorrect or incomplete eligibility information).

No guarantees shall apply for a guarantee period during which the Services Agreement is terminated by Williamson County or by Aetna.

Dental Performance Guarantees**Refund Process**

At the end of each guarantee period, Aetna will compile its Performance Guarantees results. If necessary, Aetna will offset future administrative service fees by an amount equal to any penalties incurred by Aetna unless directed by Williamson County to provide a "lump sum" refund.

Measurement Criteria

Aetna's Dental Operations team internal quality results will be used to determine guarantee compliance for any Financial Accuracy and/or Total Claim Accuracy Guarantees. The results for these guarantees will be calculated using industry accepted stratified audit methodologies and will include ALL customers within Dental Operations.

Dental Performance Guarantees**Implementation****Overall Implementation Guarantee**

Guarantee: Aetna developed and utilizes the implementation team concept to carefully coordinate all aspects of the implementation. An Implementation Manager will be assigned to assemble Williamson County's implementation team and develop an Implementation Management Plan for the conversion to the new plan of benefits. This plan will outline the tasks to be accomplished, including the distribution of communication and open enrollment materials and the successful transfer of eligibility data. The Management Plan will also indicate target dates for their completion.

Working with Williamson County's team, the Implementation Manager will help determine the implementation priorities. As new information becomes available and priorities change, the Implementation Management Plan will be updated. However, for the implementation to progress in a timely manner, Williamson County will be responsible for providing key information to the Implementation Manager as close to the target dates as possible (e.g., finalized account structure, finalized plan of benefits, accurate eligibility files, signed legal agreements).

Aetna is confident that Williamson County will be pleased with our implementation team approach and therefore we are offering an implementation performance guarantee. This guarantee is effective for the implementation period in the first guarantee period. The implementation period commences at the initial implementation meeting and runs through the implementation sign-off.

Penalty and Measurement Criteria: Via timely responses to the attached Implementation Evaluation Tool (provided at the end of this guarantee section), Williamson County agrees to make Aetna aware of possible sources of dissatisfaction throughout the implementation period. Each question will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Aetna will tally the results from the evaluation tool when received. Williamson County's responses to the attached evaluation tool will be used to facilitate a discussion between Williamson County, the Implementation Manager and the Account Executive in our field office regarding the results achieved. If, at the end of the implementation process, the average score of the evaluations falls below a 3.0, Aetna will make a mutually agreed upon reduction in compensation, subject to a maximum reduction of 3.0% of the guarantee period administrative service fees.

Dental Performance Guarantees**Account Management****Overall Account Management Guarantee**

Guarantee: Aetna will guarantee that the services (i.e., on-going financial, eligibility, drafting, and benefit administration and continued customer support) provided by the Field Office Account Management Staff and/or the Employer Service Team during the guarantee period will be satisfactory to Williamson County.

Penalty and Measurement Criteria: Via quarterly/semi-annual responses to the attached Account Management Evaluation Tool (provided at the end of this guarantee section) and this link <http://www.aetnasurveys.com/se.ashx?s=103ED34467D2D0E0>, Williamson County agrees to make Aetna aware of possible sources of dissatisfaction throughout the guarantee period. Williamson County's responses to the attached evaluation tool will evaluate account management services in the following categories: technical knowledge, accessibility of personnel, responsiveness of personnel, interpersonal skills, communication skills (written and oral) and overall assessment of the services provided to Williamson County. Each category will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Aetna will tally the results from the report card(s) when received. The results of the survey(s) will be used to facilitate a discussion between Williamson County and the Account Executive in our field office regarding the results achieved and opportunities for improvement.

If all report cards based on the frequency of the guarantee are not completed and returned (for Quarterly, within 15 days after the end of the quarter, for Semi-Annual, within 15 days after the six month period, for Annual after 15 days after the end of the policy period), it will be assumed that the service provided to Williamson County is satisfactory and the guarantee is met. If the score on the first report card and the report card(s) for the subsequent survey(s) average a 3.0 or higher, no credit is due. Satisfactory service would equal a score of 3.0 and would be based on the total average of 24 questions with a rating scale of 1 to 5. Should the score from the first report card and the average of the remaining report card(s) fall below a 3.0 (meaning that service levels have not improved), Aetna will make a mutually agreed upon reduction in compensation, subject to a maximum reduction of 2.0% of the guarantee period administrative service fees.

Dental Performance Guarantees**Claim Administration****Turnaround Time**

Guarantee: Aetna will guarantee that the claim turnaround time during the guarantee period will meet or exceed 93.0% of the processed claims within 14 calendar days on a cumulative basis each year.

Definition: Aetna measures turnaround time from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pended). **Weekends and holidays are included in turnaround time.**

Penalty and Measurement Criteria: If the cumulative year turnaround time (TAT) falls below the percentage guarantee as stated above, Aetna will reduce its compensation by an amount equal to 0.75% of the guarantee period administrative service fees for each 1.0% that Turnaround Time falls below 93.0%. There will be a maximum reduction of 2.0% of the guarantee period administrative service fees.

If Williamson County has >3000 enrolled members, a computer generated turnaround time report for Williamson County's specific claims will be provided on a quarterly basis. If <3000 enrolled members, results will be reported at the Dental Operations team level. If the customer has multiple products, the minimum membership requirement will apply to each product.

Dental Performance Guarantees**Financial Accuracy**

Guarantee: Aetna will guarantee that the guarantee period dollar accuracy of the claim payment dollars will be 99.0% or higher.

Definition: Financial accuracy is measured using industry accepted stratified audit methodology. The results are calculated by calculating the financial accuracy for a subset of claims (a stratum) and then extrapolating the results based on the size of the population and combining with the extrapolated results of the other strata. Each overpayment and underpayment is considered an error; they do not offset each other. This includes both manual and auto adjudicated claims.

Penalty and Measurement Criteria: Aetna will reduce its compensation by an amount equal to 0.75% of the guarantee period administrative service fees for each full 1.0% that financial accuracy drops below 99.0%. There will be a maximum reduction of 2.0% of the guarantee period administrative service fees.

Aetna's Dental Operations team audit results will be used. Those results include Aetna's performance in processing ALL customers' claims handled by Dental Operations during the Guarantee period, not just the Williamson County plan's claims. The results for these guarantees will be calculated using industry accepted stratified audit methodologies.

Dental Performance Guarantees**Total Claim Accuracy**

Guarantee: Aetna will guarantee that the guarantee period overall accuracy of the claim payments will not be less than 95.0%.

Definition: Overall accuracy is measured using industry accepted stratified audit methodology. Accuracy in each stratum (a subset of the claim population) is calculated by dividing the number of claims processed correctly by the total number of claims audited, and then extrapolating the results based on the size of the population and combining with the extrapolated results of the other strata.

Penalty and Measurement Criteria: Aetna will reduce its compensation by 0.75% of the guarantee period administrative service fees for each full 1.0% that total claim accuracy drops below 95.0%. There will be a maximum reduction of 2.0% of the guarantee period administrative service fees.

Aetna's Dental Operations team audit results will be used. Those results include Aetna's performance in processing ALL customers' claims handled by Dental Operations during the Guarantee period, not just the Williamson County plan's claims. The results for these guarantees will be calculated using industry accepted stratified audit methodologies.

Dental Performance Guarantees**Member Services****Average Speed of Answer**

Guarantee: Aetna will guarantee that the average speed of answer for the Dental Operations team providing Williamson County's member services will not exceed 25 seconds

Definition: On an ongoing basis, Aetna measures telephone response time through monitoring equipment that produces a report on the average speed of answer. Average speed of answer is defined as the amount of time that elapses between the time a call is received into the telephone system and the time a representative responds to the call. The result expresses the sum of all waiting times for all calls answered by the queue divided by the number of incoming calls answered. ASA measures the average speed of answer for all callers answered. Interactive Voice Response (IVR) system calls are not included in the measurement of ASA.

Penalty and Measurement Criteria: Aetna will reduce its compensation by 0.75% of the guarantee period administrative service fees for each full second that the average speed of answer exceeds 25 seconds. There will be a maximum reduction of 2.0% of the guarantee period administrative service fees. Aetna's Dental Operations team results will be used. Those results include performance for ALL customers' within Dental Operations.

Abandonment Rate

Guarantee: Aetna will guarantee that the average rate of telephone abandonment for the Dental Operations team providing Williamson County's member services will not exceed 2.0%.

Definition: On an ongoing basis, Aetna measures telephone response time through monitoring equipment that produces a report on the average abandonment rate. The abandonment rate measures the total number of calls abandoned divided by the number of calls accepted into the unit.

Penalty and Measurement Criteria: Aetna will reduce its compensation by 0.75% of the guarantee period administrative service fees for each 1.0% that the average abandonment rate exceeds 2.0%. There will be a maximum reduction of 2.0% of the guarantee period administrative service fees. Aetna's Dental Operations team results will be used. Those results include Aetna's performance for ALL customers' within Dental Operations.

Dental Performance Guarantees

Please have an authorized individual sign the performance guarantee ASC amendment letter, signifying your acceptance of the arrangement, and return the original to us for our files.

Pharmacy Performance Guarantees

General Performance Guarantee Provisions

Aetna Life Insurance Company (ALIC) provides benefits administration and other services for the self-funded pharmacy plans. The services set forth in this document will be provided by ALIC (hereinafter "Aetna").

Performance Objectives

Aetna believes that measuring the activities described below are important indicators of how well we service Williamson County. We are confident that pharmacy administration services provided to Williamson County will meet their high standards of performance. To reinforce Williamson County's confidence in Aetna's ability to administer their program, we are offering guarantees in the following areas:

Performance Guarantee Category	Minimum Standard	Proposed Penalty
Implementation		
• Implementation	Refer to Medical	Refer to Medical
• ID Card Production & Distribution	Refer to Medical	Refer to Medical
Account Management		
• Overall Account Management	Refer to Medical	Refer to Medical
Retail Claim Administration		
• Turnaround Time – Paper Claims	P = 95.0% within a weighted average of 5 business days of receipt and 99.0% within a weighted average of 10 business days of receipt;	\$4,000
Mail Order Claim Administration		
• Turnaround Time – Clean Claims	95.0% within an average of 2 business days of receipt	\$4,000
• Turnaround Time – Claims Requiring Intervention	90.0% within an average of 5 business days of receipt	\$4,000
• Mail Order Dispensing Accuracy	99.95%	\$4,000
Member Services		
• Call Quality	95.0%	\$4,000
Total		\$20,000

Pharmacy Performance Guarantees

Guarantee Period

The guarantees described herein will be effective for a period of 12 months and will run from **November 1, 2014 through October 31, 2015** (hereinafter "guarantee period").

The performance guarantees shown below will apply to the self-funded Aetna Pharmacy Management plans administered under the Administrative Services Only Agreement ("Services Agreement"). These guarantees do not apply to non-Aetna benefits or networks.

Aggregate Maximum

In total, Aetna agrees to place **\$20,000** at risk through the Performance Guarantees outlined in this document. Our offer assumes 1,399 employee lives. Aetna reserves the right to revisit the guarantees if there is a change in enrollment of more than 15%.

Termination Provisions

Termination of the guarantee obligations shall become effective upon written notice by Aetna in the event of the occurrence of (i), (ii) or (iii) below:

- i. a material change in the plan initiated by Williamson County or by legislative action that impacts the claim adjudication process, member service functions, pharmacy network management or rebates;
- ii. failure of Williamson County to meet its obligations to remit administrative service fees or fund the Williamson County bank account as stipulated in the General Conditions Addendum of the Services Agreement;
- iii. failure of Williamson County to meet their administrative responsibilities (e.g., a submission of incorrect or incomplete eligibility information).

No guarantees shall apply for a guarantee period during which the Services Agreement is terminated by Williamson County or by Aetna.

Penalty Reconciliation and Refund Process

At the end of each guarantee period, Aetna will compile the Performance Guarantees results. If necessary, Aetna will provide a refund to Williamson County for any penalties incurred.

Pharmacy Performance Guarantees**Retail Claim Administration****Turnaround Time – Paper Claims Guarantee**

Guarantee: Aetna will guarantee that the claim payment processing turnaround time for all retail pharmacy claims submitted on paper will be 95.0% within a weighted average of 5 business days of receipt and 99.0% within a weighted average of 10 business days of receipt.

Definition: Total percentage of claims processed is measured as the number of claims processed within specified number of days divided by the total number of claims audited.

Penalty and Measurement Criteria: A penalty of \$1,000 will apply for each 0.25% that the actual turnaround time for reimbursement of paper claims submitted falls below the guaranteed level of 95.0% within a weighted average of 5 business days of receipt and 99.0% within a weighted average of 10 business days of receipt. There will be a maximum penalty of **\$4,000**. Guarantee results will be measured based on Aetna's book of business.

Pharmacy Performance Guarantees**Mail Order Claim Administration****Turnaround Time - Clean Claims Guarantee**

Guarantee: Aetna guarantees that at least 95.0% of all mail order claims not requiring intervention will be dispensed and shipped within an average of 2 business days of receipt.

Definition: For the respective guarantee period, turnaround time for claims, not requiring intervention is determined by assessing the average time, in business days, that it takes prescriptions to be processed and shipped from the Aetna Rx Home Delivery pharmacy.

Penalty and Measurement Criteria: A penalty of \$2,000 will apply for each full day that the average turnaround time of 95.0% of all mail order claims not requiring intervention exceeds an average of 2 business days. There will be a maximum penalty of **\$4,000**. Guarantee results will be measured based on Aetna's book of business.

Turnaround Time – Claims Requiring Intervention Guarantee

Guarantee: Aetna guarantees that at least 90.0% of all mail order claims requiring intervention will be dispensed and shipped within an average of 5 business days of receipt.

Definition: For the respective guarantee period, turnaround time for claims, requiring intervention is determined by assessing the average time, in business days, that it takes prescriptions to be processed and shipped from the Aetna Rx Home Delivery pharmacy.

Penalty and Measurement Criteria: A penalty of \$2,000 will apply for each full day that the average turnaround time of 90.0% of all mail order claims requiring intervention exceeds an average of 5 business days. There will be a maximum penalty of **\$4,000**. Guarantee results will be measured based on Aetna's book of business.

Pharmacy Performance Guarantees**Mail Order Dispensing Accuracy Guarantee**

- Correct drug dispensed to correct member
- Correct drug, strength, dosage form
- Correct instructions provided to the member for use

Guarantee: Aetna guarantees that at least 99.95% of all mail order prescriptions will be dispensed correctly for drug, strength, form, instructions, and patient.

Definition: For the respective guarantee period, total dispensing accuracy is measured as the number of prescriptions with no errors divided by the total number of prescriptions dispensed.

Penalty and Measurement Criteria: A penalty of \$1,000 will apply for each 0.2% that the actual percentage of all mail order prescription dispensing accuracy falls below the target of 99.95%. There will be a maximum penalty of **\$4,000**. Guarantee results will be measured based on Aetna's book of business.

Member Services**Call Quality Guarantee**

Guarantee: Aetna will guarantee that **95.0%** of calls will meet Aetna's quality standards as determined by a random sample from the call monitoring program.

Definition: Quality rate determined by the number of sampled calls without errors divided by the total number of sampled calls.

Penalty and Measurement Criteria: A penalty of \$1,000 will apply for each 0.25% that the Call quality rate falls below 95.0%. There will be a maximum penalty of **\$4,000**. Aetna's results for the unit(s) providing member services for Williamson County will be used.

Dental PPO Discount Savings Attachment Attachment B

Guarantee Period: November 1, 2014 through October 31, 2015

In-Network PPO Discount Savings	Percent of PPO Discount Guarantee PEPM at Risk
36.00% or greater	0%
34.00% - 35.99%	25%
32.00% - 33.99%	50%
30.00% - 31.99%	75%
< 30.0%	100%

Quoted ASC Fee PEPM:
 Projected Enrolled Employees:
 Projected Annual ASC Fee:
 PPO Discount Guarantee PEPM at Risk:
 Projected Percentage of Service Fee at Risk through Discount Savings Guarantee:
 Guaranteed PPO Discount Percentage:

Standard Aetna
PPO Network
 \$2.86
 1,268
 43,518
 \$0.25
 8.5%
36.0%

**Dental PPO Discount Savings Guarantee
Attachment A**

Dental Discount Guarantee: In year 1 (November 1, 2014 through October 31, 2015), Aetna will guarantee the savings that result from negotiated arrangements with providers participating in our dental Preferred Provider Organization (PPO). The target savings were calculated on an aggregate basis taking the weighted average of the projected network discounts and employee enrollments by network.

Definition: Aetna will calculate the client's actual in-network discount savings within the PPO networks by way of the following equation:

$$\begin{aligned} &\text{Actual Discount Savings Percentage} \\ &= \\ &\frac{\{\text{In-Network Provider Savings (in dollars)}*\}}{\{\text{Trended allowed In-Network FAIR Health Average Charges (in dollars)}\}} \end{aligned}$$

* For the eligible services provided, the difference between the average charges for the area as determined under the trended FAIR Health Benchmark Database Profile and the allowed negotiated fees.

This measurement will be reported using data from Aetna's Informatics data warehouse. Specifically, the Provider Network Experience report within the standard Dental Utilization Report package will be utilized. This report will be generated on a policy year basis.

Penalty: If the actual discount savings percentage is below 36.0%, Aetna will decrease Williamson County's PPO dental service fee by a percentage as outlined in Attachment B. The maximum penalty will be 8.5% of the PPO dental service fee.

**Dental PPO Discount Savings Guarantee
Attachment A**

Assumptions:

- In no event will fees be adjusted by more than 20% due to the results of the discount guarantee and all service based performance guarantees combined.
- This guarantee only applies to the in-network PPO dental claims and Aetna directly contracted networks and will remain in force during the period November 1, 2014 through October 31, 2015.
- The final guarantee reconciliation will be based upon policy year incurred claims, including 2 months of claim runoff.
- This guarantee only applies to dental fees and excludes medical and/or pharmacy.
- Subsidiaries or divisions added to Williamson County after the plan's effective date will not be eligible to participate in this guarantee.

APPENDIX III TO MASTER SERVICES AGREEMENT 866349

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

This Business Associate Agreement is dated May 8, 2014, and is between Aetna Life Insurance Company ("Aetna") and Williamson County ("Customer") for and on behalf of Customer's health benefit plan for which Aetna provides plan administration services (the "Plan").

In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy and Security Rules") Aetna will under the following conditions and provisions have access to, maintain, transmit, create and/or receive certain Protected Health Information:

1. Definitions. The following terms shall have the meaning set forth below:
 - (a) ARRA. "ARRA" means the American Recovery and Reinvestment Act of 2009
 - (b) Breach. "Breach" has the meaning assigned to such term in 45 C.F.R. 164.402.
 - (c) C.F.R. "C.F.R." means the Code of Federal Regulations.
 - (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. 164.501.
 - (e) Discovery. "Discovery" shall mean the first day on which a Breach is known to Aetna (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Aetna), or should reasonably have been known to Aetna, to have occurred.
 - (f) Electronic Protected Health Information. "Electronic Protected Health Information" means information that comes within paragraphs 1(i) or 1(ii) of the definition of "Protected Health Information", as defined in 45 C.F.R. 160.103.
 - (g) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502 (g).
 - (h) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C.F.R. 160.103, limited to the information created or received by Aetna from or on behalf of Customer.
 - (i) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.103.
 - (j) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (k) Security Incident. "Security Incident" has the meaning assigned to such term in 45 C.F.R. 164.304.
 - (l) Standard Transactions. "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C.F.R., Parts 160-162.
 - (m) Unsecured Protected Health Information. "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
2. Obligations and Activities of Aetna
 - (a) Aetna agrees to not use or disclose Protected Health Information other than as permitted or required by this Appendix or as Required By Law.
 - (b) Aetna agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Appendix.
 - (c) Aetna agrees to mitigate, to the extent practicable, any harmful effect that is known to Aetna of a use or disclosure of Protected Health Information by Aetna in violation of the requirements of this Appendix.
 - (d) Aetna agrees to report to Customer any Security Incident of the Protected Health Information not allowed by this Appendix of which it becomes aware, except that, for purposes of the Security Incident reporting requirement, the term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Aetna.

- (e) Aetna agrees to report to Customer any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than sixty (60) calendar days after Discovery of a Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Aetna, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Aetna shall provide any additional information reasonably requested by Customer for purposes of investigating the Breach. Aetna's notification of a Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, 45 C.F.R. 164.410, and related guidance issued by the Secretary from time to time.
- (f) Aetna agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Aetna agree in writing to the same restrictions and conditions that apply through this Appendix to Aetna with respect to such information, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable.
- (g) Aetna agrees to provide access, at the request of Customer, and in the time and manner designated by Customer, to Protected Health Information in a Designated Record Set, to Customer or, as directed by Customer, to an Individual in order to meet the requirements under 45 C.F.R. 164.524.
- (h) Aetna agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Customer directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Customer or an Individual, and in the time and manner designated by Customer.
- (i) Aetna agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Aetna on behalf of, Customer, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Customer's or Aetna's compliance with the Privacy and Security Rules.
- (j) Aetna agrees to document such disclosures of Protected Health Information as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k) Aetna agrees to provide to Customer the information collected in accordance with this Section to permit Customer to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (l) With respect to Electronic Protected Health Information, Aetna shall implement and comply with the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Customer. Aetna acknowledges that, effective the later of the Effective Date of this Appendix or February 17, 2010, (i) the foregoing safeguards, policies and procedures requirements shall apply to Aetna in the same manner that such requirements apply to Customer, and (ii) Aetna shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (m) With respect to Electronic Protected Health Information, Aetna shall ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Aetna, agree to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C.F.R. Section 164.314.
- (n) If Aetna conducts any Standard Transactions on behalf of Customer, Aetna shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (o) Aetna acknowledges that, effective the later of the Effective Date of this Appendix or February 17, 2010, it shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Appendix and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (p) To the extent Aetna is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR Part 164, Aetna shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).

3. Permitted Uses and Disclosures by Aetna

3.1 General Use and Disclosure

Except as otherwise provided in this Appendix, Aetna may use or disclose Protected Health Information to perform its obligations under the Services Agreement, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Customer or the minimum necessary policies and procedures of Customer.

3.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise provided in this Appendix, Aetna may use Protected Health Information for the proper management and administration of Aetna or to carry out the legal responsibilities of Aetna.
- (b) Except as otherwise provided in this Appendix, Aetna may disclose Protected Health Information for the proper management and administration of Aetna, provided that disclosures are Required By Law, or Aetna obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Aetna of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this Appendix.
- (c) Aetna shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Customer's prior written approval and notice from Customer that it has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Aetna. The foregoing shall not apply to Customer's payments to Aetna for services delivered by Aetna to Customer.
- (d) Except as otherwise provided in this Appendix, Aetna may use Protected Health Information to provide data aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- (e) Aetna may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

4. Obligations of Customer.

4.1 Provisions for Customer to Inform Aetna of Privacy Practices and Restrictions

- (a) Customer shall notify Aetna of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Aetna's use or disclosure of Protected Health Information.
- (b) Customer shall provide Aetna with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Aetna's uses or disclosures of Protected Health Information.
- (c) Customer agrees that it will not furnish or impose by arrangements with third parties or other Covered Entities or Business Associates special limits or restrictions to the uses and disclosures of its PHI that may impact in any manner the use and disclosure of PHI by Aetna under the Services Agreement and this Appendix, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522.

4.2 Permissible Requests by Customer

Customer shall not request Aetna to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Customer.

5. Term and Termination

- (a) Term. The provisions of this Appendix shall take effect on the effective date of the Services Agreement, and shall terminate upon expiration or termination of the Services Agreement, except as otherwise provided herein.

- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Services Agreement and upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:
- Provide an opportunity for the breaching party to cure the breach or end the violation, or terminate the Services Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or
 - Immediately terminate the Services Agreement, if cure of such breach is not possible.
- (c) Effect of Termination.

The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Services Agreement for regulatory and other business reasons. The parties further agree that it would be infeasible for Customer to maintain such records because Customer lacks the necessary system and expertise. Accordingly, Customer hereby appoints Aetna as its custodian for the safe keeping of any record containing Protected Health Information that Aetna may determine it is appropriate to retain. Notwithstanding the expiration of the Services Agreement, Aetna shall extend the protections of this Appendix to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

6. Miscellaneous

- Regulatory References. A reference in this Appendix to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for Customer and Aetna to comply with the requirements of the HIPAA Privacy Rule, the HIPAA Security Rule, the HITECH Act, and HIPAA, as amended.
- Survival. The respective rights and obligations of Aetna under Section 5(c) of this Appendix shall survive the termination of this Appendix.
- Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits Customer to comply with the Privacy and Security Rules.
- No third party beneficiary. Nothing express or implied in this Appendix or in the Services Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- Governing Law. This Appendix shall be governed by and construed in accordance with the same internal laws as that of the Services Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

AETNA LIFE INSURANCE COMPANY

By: 

Name : Michael S. Copeck

Title: Assistant Vice President and Actuary

WILLIAMSON COUNTY

By: _____

Name:

Title:

Commissioners Court - Regular Session**32.****Meeting Date:** 05/20/2014

Tax Deed

Submitted By: Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas, acting as Trustee, to Robin Timothy Shorts pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code pertaining to a tract of land located in the City of Taylor, Williamson County, Texas .

Background

The property subject of the deed is being held in trust by Williamson County for the use and benefit of itself and other taxing entities that the property is subject to. The consideration paid by the grantee is equal to the total amount of the judgment against the subject property and this conveyance is being made pursuant to Section 34.05(a) and (h) of the Texas Property Tax Code. Section 34.05 (h) In lieu of a sale pursuant to Subsections (c) and (d) of this section, the taxing unit that purchased the property may sell the property at a private sale. Consent of each taxing unit entitled to receive proceeds of the sale under the judgment is not required. Property sold under this subsection may not be sold for an amount that is less than the lesser of: (1) the market value specified in the judgment of foreclosure; or (2) the total amount of the judgments against the property.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsShorts Deed Without Warranty

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:20 AM

Started On: 05/09/2014 04:26 PM

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

§

THAT The County of Williamson, Texas, TRUSTEE, acting by and through the County Judge of the Williamson County Commissioners Court, Grantor, for and in consideration of the sum of TWO THOUSAND AND 00/100S (\$2,000.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Robin Timothy Shorts**, whose address is 1100 Delano Street, Austin, Texas 78721, the following described Property, to wit:

Lot 6, Block 77, City of Taylor, Williamson County, Texas being more particularly described in Document 2011058624 of the Official Public Records, Williamson County, Texas (Tax Account #R015453)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **Robin Timothy Shorts**, his successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

The consideration paid by the grantee(s) being equal to the total amount of the judgments against the property, this conveyance is made pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, joined herein by City of Taylor, Texas and Taylor Independent School District, have caused these presents to be executed on this the ____ day of _____, 2014.

Commissioners Court of Williamson County, Texas

By

County Judge

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, Williamson County Texas, Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2014.

Notary Public, State of Texas

My commission expires _____

After recording, return to:
Robin Timothy Shorts
1100 Delano Street
Austin, Texas 78721

Commissioners Court - Regular Session**33.****Meeting Date:** 05/20/2014

Engagement of Counsel

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Ewbank & Harris, P.C. to represent Williamson County in relation to Ronald Regan Boulevard, North Phase IV Paving Repair Dispute; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code; and authorizing the Presiding Officer of the Williamson County Commissioners Court to execute an engagement letter with said law firm.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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AttachmentsEngagement Letter Ewbanks

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:20 AM

Started On: 05/13/2014 12:22 PM

512.476.1080 t
512.476.7770 f

1210 Nueces Street
Austin, Texas 78701
ewbankharris.com

Writer's e-mail: jim@ewbankharris.com

May 13, 2014

Hal C. Hawes
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

Re: Legal Representation – Ronald Reagan Boulevard, North Phase IV Paving Repair Dispute

Dear Mr. Hawes:

Thank you for asking us for our firm's proposed engagement letter for representation of Williamson County in relation to Williamson County's Ronald Reagan Boulevard, North Phase IV Paving Dispute.

This letter sets forth the proposed terms of the agreement by which we will represent Williamson County in this dispute. Please review it carefully and, if you have any questions or do not understand any part of it, please contact us to discuss it.

CLIENT

Our client in this matter will be Williamson County.

SCOPE OF ASSIGNMENT

We will represent Williamson County in connection with the defense of the claim regarding the failure to pay for warranty work on the paving on Williamson County's Ronald Reagan Boulevard, North Phase IV. We will also assist with the filing of and prosecution of motions and counterclaims, if appropriate, based on the facts and the applicable law.

We will request Williamson County's prior authorization to submit a claim, discovery requests, set depositions, file motions or to take any affirmative action on its behalf in the case when we estimate the total attorneys' fees for such tasks will exceed \$2,000. This agreement to request authorization, regardless of the amount of the attorneys' fees to be incurred, does not apply to any actions taken to respond to actions initiated against Client in the action. Notwithstanding the foregoing, by execution of this letter, Client authorizes the expenditure of an amount not to exceed \$10,000 to address the initial directives from me in this case in connection with responding to, investigating and advising as to the

viability of defending and asserting any claims. After the initial investigation, we will meet at least quarterly with the Commissioner's Court to report the status of the litigation and total fees spent during that quarter.

LEGAL FEES

In connection with all work performed as described in the Scope of Assignment above, we will charge the following:

Partners	\$325.00 per hour
Senior Associates	\$250.00 per hour
Legal Assistants	\$125.00 per hour

All time is billed in increments of 1/10 of an hour. All work done will be described in detail on the Firm's monthly invoices. The hourly rates set forth above and any subsequent adjustment in hourly rates will remain the same for each calendar year.

We reserve the right to assign other attorneys or staff to assist in the representation as is appropriate. Any additional attorneys or staff will charge rates similar to those set forth above based on their experience.

We charge for the following expenses:

Outgoing Facsimile.....	\$1 per page
Incoming Facsimile.....	No Charge
Photocopy	10¢ per page
Mileage Outside of Central Texas56¢ per mile
Travel Expenses	at cost

All of these expenses incurred in this matter will be described in detail on the Firm's invoice. These expenses are subject to adjustment based on current rates, including mileage based on the applicable federal rate.

Williamson County is encouraged to discuss any questions it may have about our invoices directly with us.

Expenses incurred in the matter in which we represent Williamson County from outside sources for certain expenses, such as deposition transcripts and expert fees, will be sent directly to Williamson County for payment.

Invoices for all work done and all expenses incurred in connection with this assignment, plus applicable tax, will be billed to Williamson County monthly. Payment in full is due within thirty (30) days.

We represent the Client as defined above and Williamson County will be solely responsible for the payment of the full amount of all invoices.

RESPONSIBILITIES

Williamson County agrees to fully and completely cooperate with us in connection with the representation described in this agreement.

Williamson County agrees to promptly provide to us all information known to them or available to them which is relevant to our representation of the County.

Williamson County also agrees to promptly pay all invoices for services and expenses as set forth above.

CONFLICT OF INTEREST

The Rules of Professional Conduct for Lawyers require that we give undivided loyalty to our clients. In general this means that a lawyer must either refuse to accept employment or discontinue employment for a client if the representation will be directly or substantially adverse to another client.

To fulfill our professional responsibility, we maintain a system for checking that a prospective representation will not be directly or substantially adverse to another client. We have checked that system and believe that we do not have a conflict of interest in accepting this assignment at this time.

By signing this agreement, Williamson County indicates that it is aware of no information that would cause us, by accepting this assignment, to be directly or substantially adverse to any another client at this time.

DOCUMENT RETURN AND RETENTION POLICY

Following the termination of this agreement for any reason, we will:

1. Return to Williamson County all original documents we received;
2. Maintain the rest of our file produced in connection with representing Williamson County for a period of seven (7) years from the date of our final invoice to Williamson County (not including reminder invoices), at which time the entire file shall be destroyed and an electronic record made of the fact of and the dates of our representation.

NO GUARANTEES

We make no guarantees about the outcome of any assignment. Any expressions by us about an assignment, either now or in the future, are only expressions of opinion and not guarantees of an outcome.

TERMINATION OF AGREEMENT

Either Williamson County or Ewbank & Harris, P.C. may terminate this agreement at any time. Termination of this agreement either by Williamson County or by us may be for

any reason. Among any other reasons, we may terminate this agreement for the failure to receive the payment of any invoices from an outside service or to pay all amounts due as set forth on invoices sent pursuant to this agreement.

Upon termination of this agreement either by us or by Williamson County, all costs associated with the termination of this agreement such as copying costs for the transfer of files, the return of documents and all other such costs shall be billed to Williamson County on the final invoice which will be sent to Williamson County as soon as possible after the termination hereof. Upon termination of this agreement all amounts due from all invoices sent to Williamson County pursuant to this agreement are immediately due and payable.

Upon termination of this agreement, Williamson County agrees that we may promptly withdraw from any legal matter as attorneys for Williamson County and that Williamson County will do all things reasonably necessary to assist us in doing so. In that event, we will mail Williamson County a copy of the motion to withdraw to the address listed above. The signature on the enclosed letter by Williamson County will serve as consent to our withdrawal at that time.

GOVERNING LAW

The laws of Texas shall govern this agreement.

If Williamson County agrees with the terms of this agreement, please sign below in the space provided on a copy of this letter. Please return the signed copy to us as soon as possible.

If you have any questions or wish to discuss any of these matters, please call us. Thank you for the opportunity to work with you.

Very truly yours,

EWBANK & HARRIS, P.C.

By: 

Jim Ewbank

Agreed: Williamson County

Dan Gattis, Sr.
County Judge

Date

Commissioners Court - Regular Session**34.****Meeting Date:** 05/20/2014

Coinless Inmate Telephone System

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing advertising and setting date of June 11, 2014 at 2:00PM in the Purchasing Department to receive proposals for Coinless Inmate Telephone System, RFP#14RFP00222 for the Williamson County Jail.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

RFP package Coinless Inmate Phone system

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 05/16/2014

Reviewed By

Bob Space

Wendy Coco

Date

05/15/2014 11:16 AM

05/16/2014 10:59 AM

Started On: 05/15/2014 10:37 AM



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

COINLESS INMATE TELEPHONE SYSTEM FOR WILLIAMSON COUNTY JAIL

PROPOSAL NUMBER: 14RFP00222

Williamson County is seeking a Vendor to provide a Coin Less Inmate Telephone System for the Williamson County Jail Facility. The successful respondent shall provide, install, and maintain a microprocessor based coin less collect/prepaid inmate telephone system designed and proven suitable for a jail environment.

PROPOSALS MUST BE RECEIVED ON OR BEFORE: Wednesday, June 11, 2014 – 2:00 PM

PROPOSALS WILL BE PUBLICLY OPENED: Wednesday, June 11, 2014 – 2:00 PM

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Wednesday, June 4, 2014 10:30 A.M.

**AT THE WILLIAMSON COUNTY SHERIFF'S OFFICE
508 S. ROCK STREET, Georgetown, Texas**

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 14RFP00222. Specifications for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents should forward one (1) original, two (2) paper copies and on (1) CD of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

PROPOSAL NAME:	COINLESS INMATE TELEPHONE SYSTEM
PROPOSAL NO:	14RFP00222
DUE DATE/TIME:	<u>Wednesday, June 11, 2014</u>
ON OR BEFORE	2:00 PM
MAIL OR DELIVER TO:	Williamson County Purchasing Department 901 South Austin Avenue Georgetown, TX 78626

All Respondents interested in submitting a Proposal are encouraged to attend the non-mandatory Pre-Proposal Conference on June 4, 2014 at 10:30 A.M. at the Williamson County Sheriff's Office, 508 South Rock Street, Georgetown, TX.

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Assistant Purchasing Agent
ATTN: 14RFP00222 Coinless Inmate Telephone System
901 South Austin Avenue
Georgetown, TX 78626
purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on June 5, 2014. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting your Proposal to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the RFP will be posted on the Williamson County vendor portal at the following link:
<http://wilco-online.org/ebids/bids.aspx>

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Response Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this Request for Proposal. No negotiations or modifications to the Proposals received will be allowed.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE RFP.**

**COINLESS INMATE TELEPHONE SYSTEM
FOR WILLIAMSON COUNTY JAIL**

PROPOSAL NUMBER: 14RFP00222

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for these expenses.

All Proposals must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on Page 1. Proposals received after the submittal deadline will be considered void and unacceptable and returned to the Respondent unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent's Proposal and all RFP requirements** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this RFP may, at Williamson County's sole discretion, render your Proposal null and void. Proposals will be opened and the names of Respondents read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of RFP	May 20, 2014
Non-mandatory pre-proposal conference	June 4, 2014 10:30am
Deadline to Submit Questions	June 5, 2014 5:00pm
Proposal Submission Deadline (Late Proposals will not be considered)	June 11, 2014 2:00pm
Proposals Distributed to Evaluation Committee	June 11/12, 2014
Evaluation Committee to Tabulate Scoring	June 18, 2014
Recommendation for Contract Award	June 24, 2014

PRE-PROPOSAL INSPECTION

To the extent necessary and prior to the submittal, Respondents are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Proposal. If in the Pre-Proposal inspection the Respondent determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO RESPONDENTS

This RFP is to receive Proposals from qualified Respondents regarding the goods and/or services which Williamson County seeks to procure under this RFP.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County awards the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing 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 RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

2.2.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

2.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

2.2.5 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

2.2.6 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

2.2.7 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Williamson County 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.

2.2.8 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other

sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

2.2.9 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.10 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson 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. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

2.2.11 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County

to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

2.2.12 INDEMNIFICATION

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

2.2.13 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

2.2.14 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.15 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.16 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.17 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.18 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.19 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department
ATTN: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

Respondent:

Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.20 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.21 Compliance with Laws

Williamson County and Successful Respondent 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 the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.22 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.23 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

2.2.24 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 RFP, the Contract or any ensuing 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 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.

2.2.25 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.26 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.27 Safety

Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

2.2.28 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.29 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

2.2.30 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided.

Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

2.2.31 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.32 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

THE RESPONDENT'S PROPOSAL MUST INCLUDE A SAMPLE AGREEMENT FOR THE COUNTY'S REVIEW AND CONSIDERATION.

2.2.33 Initial Contract Term

The initial contract term shall be for a period of thirty-six (36) months, beginning on August 1, 2014 and ending July 31, 2017.

2.2.34 Contract Extensions

The Williamson County Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, 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)**. Successful Respondent shall notify the Purchasing Director and the Sheriff's Financial Manager when the initial term or when each option term as the case may be, is within six (6) months from the expiration of the Initial Term , or such Option term as provided in this paragraph. Upon occurrence of this event, successful Respondent shall send written notification to the addresses herein provided.

2.2.35 Insurance Requirements

By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Responder's cost, **insurance in accordance with this provision.**

Successful Respondent will be required to submit Certificates of Insurance **prior to being awarded the Contract.** A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the following address:

Williamson County
901 South Austin
Avenue Georgetown,
Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement between the Successful Respondent and Williamson County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation	Statutory – Texas Law
B. Employer's Liability:	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

- D. Comprehensive automobile and auto liability insurance (covering hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$100,000	\$300,000
Property damage	\$500,000	\$500,000
Aggregate policy limits:	\$1,000,000	

- E. Comprehensive automobile and auto liability insurance (covering owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$500,000	\$500,000
Property damage	\$500,000	\$500,000
Aggregate policy limits:	\$1,000,000	

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by Williamson County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed in until all required insurance has been obtained by such subcontractor(s) and approved by Williamson County. Approval of the insurance by Williamson County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish Williamson County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER WILLIAMSON COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the Williamson County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require Williamson County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

2.2.36 Workers' Compensation Coverage Requirements

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 such as Williamson County. The rule requires Williamson County 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 the RFP 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 proposal to Williamson County, you are acknowledging that this rule is a part of these RFP specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your proposal be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following address prior to beginning work:

Williamson County

901 South Austin
Avenue
Georgetown, TX
78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. 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) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e) (1).
- (3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - 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, owner-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 vendors, office supply deliveries, and delivery of portable toilets.
- (8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

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 workers compensation coverage to Williamson County prior to being awarded the Contract.

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 Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven 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 Williamson County 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 Williamson County 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 signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County 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 Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

2.2.37 Performance Bond

Performance Bond – The successful Respondent will be required to submit a performance bond in the amount of \$100,000.00. The Performance Bond will be in place within thirty (30) days of award of the contract. The successful Respondent will be required to include coverage for service and commission payments incurred. The successful Respondent is responsible for the purchase of the Performance Bond at no cost to Williamson County.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP**. Be sure your Proposal package is complete.

3.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

3.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

3.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department **prior to contract award**.

3.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same **prior to contract award**.

3.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

3.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

3.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

3.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

3.10 Negotiations

The Purchasing Agent shall supervise all negotiations. Negotiations may be conducted with responsible Respondents who submit proposals determined to be reasonably subject to being selected for award.

Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Respondents may be required to submit additional data during the process of any negotiations.

The county reserves the right to negotiate the price and any other term with the Respondents.

Verbal negotiations must be confirmed in writing prior to award.

3.11 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Modification or withdrawal of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. A Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

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

3.13 Silence of Specifications

The apparent silence of any RFP 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.

3.14 References

Williamson County requires Respondent to supply a list of at least three (3) most recent references where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact should be provided.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. Please limit additional, non-requested information.

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals should be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

4.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter
- b. Table of Contents
- c. Executive Summary
- d. Commission and Rate Sheets form (**Appendix A**)
- e. References: Identification of three (3) most recent references for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (**Appendix B**)
- f. Conflict of Interest Questionnaire (**Appendix C**)
- g. Proposal Affidavit and Addenda Acknowledgement (**Appendix D**)
- h. Signature Page (**Appendix E**)

4.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
3. Place of incorporation or organization, if applicable;
4. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;

5. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
6. The Respondent's Federal Employer Identification Number;
7. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact.
8. A commitment by the Respondent to provide the services required by Williamson County;
9. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

The Transmittal Letter must be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

4.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent is also expected to indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent must describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References should contain the name of key contacts and a telephone number. The Respondent must briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also must concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

4.5 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 amended.

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

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

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed.** Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an appendix to this RFP and must be completed, signed, and submitted to the Williamson County Purchasing Department.

4.6 Ethics

The Respondent 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.

4.7 Proposal Submittal

The Proposal is due no later than the submittal date and time set forth on Page 1 of this RFP, and should include each item identified on the Proposal Submittal Checklist page of this RFP.

4.8 Delivery of Proposals

All Proposals are to be delivered on or before the submittal deadline, as noted on Page 1 of this RFP, to:

Williamson County Purchasing Department
Attn: Coin Less Inmate Telephone System RFP #14RFP00222
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit one (1) original, two (2) paper copies, and one (1) CD of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number on the outside of the box or envelope and note "Sealed Proposal Enclosed."

**FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE
DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS
PROPOSAL.**

5. PROPOSAL SPECIFICATIONS

The County is seeking a Vendor to provide a Coin Less Inmate Telephone System for the Williamson County Jail Facility. The specifications including information related to ensuing agreement are contained herein. The County reserves the right to evaluate and award a contract based on the best offer determined for the Jail Facility.

The successful Respondent shall provide, install, and maintain a microprocessor based coin less collect/prepaid inmate telephone system designed and proven suitable for a jail environment.

Your entire proposal, if accepted for contract purposes, will become a part of the overall agreement. Sample contract must be provided prior to contract award.

Successful Respondent agrees that the services to be provided, under this contract, are vital to County and must be continued without interruption and that upon expiration of this contract another vendor may be selected. Successful Respondent agrees to exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor. Successful Respondent to indicate installation timetables.

County and Respondent both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this contract. Should any matter not be resolved to the Respondent's satisfaction, Respondent shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned.

The system installed by the successful Respondent must allow for a minimum of two hundred (200) coin less inmate phones.

The successful Respondent shall provide all materials and items related to this system for proper installation at no charge to the County.

The system shall be line-powered and require no electricity to be run to telephones located in the cellblocks.

System shall provide automatic daily turn on and shut off at designated times.

System shall have manual kill switches on/off capabilities from designated control rooms with LED's that illuminate when a station is in use.

System shall possess unlimited telephone number blocking capabilities.

There shall be no charge for unanswered or non-accepted calls,

Once each call is completed the line shall return to primary dial tone to ensure that the inmate cannot place an unauthorized call.

The successful Respondent shall provide complete computer systems with terminals and printers with capabilities to provide a complete list of all telephone numbers called from a given inmate telephone with call detail information as described hereafter in these specifications.

The successful Respondent must provide, at no cost to the County, system updates and additional features in a timely manner as required by the County.

The successful Respondent shall coordinate with the County for the removal and/or installation of operating telephone system.

The system must provide the following features and functions:

- The system must be user friendly and provide instructions to both the inmate and the called party. System prompts must be provided in both English and Spanish.

- Inmate phones shall not be capable of receiving incoming calls.

The system must verify that the collect call is actively accepted, provide the caller's name and identify the caller as an inmate of the Williamson County Jail Facility.

The system shall not allow inmate to listen to the status of the call in progress for the acceptance/denial by called party and shall not allow inmate to communicate with the called party until the call has been accepted.

The inmate telephone system must be able to detect and minimize fraudulent calls. At a minimum, the system should refuse or disallow chain dialing, fraudulent switch-hook manipulation, or multiple calls.

Written dialing instructions in both English and Spanish shall be permanently and prominently displayed on each inmate phone.

Each inmate phone shall be secured by an anti-vandal locking system.

The system shall provide and possess a voice recognition (biometric) component. This component will be activated by each inmate upon initial use of the coin less inmate telephone system.

The system shall provide a secure inmate email system. This system must have the capability to allow for jail personnel to accept or reject the email. The ability to highlight "keywords" as a search method should be included in this email system.

The system must provide call detail reports for all calling activity, which will detail:

For all calls, inmate telephone number, date, time, PIN # (if applicable), number called, duration of call, and total billable cost of each call.

Frequently called numbers (all numbers called more than five (5) times per day), including inmate telephone number, date, time, PIN # (if applicable), number called and cost of each call.

Common numbers called (all numbers called by more than one (1) inmate), including inmate telephone numbers, date, time, PIN # (if applicable), numbers called, duration of each call.

Reports must be accessible by the Sheriff and/or Audit Departments on site via computer systems installed on County premises and all reports must give total of all information required by the report.

County requires details and clarification on how calling cards would work for local, long distance, and international calling.

The system must be capable of utilizing personal identification numbers (PIN) for individual inmates, if and when such becomes desirable to County Detention Officials. The system must allow the use of PIN's in designated areas only, without necessity of the entire system utilizing PIN's.

The system may use concentrated trucking. If more inmate telephones require dial tone and processing at the same time than there are accessible lines, then a voice prompt should alert the caller that all circuits are busy at this time.

An automated information system is preferred. The features of this system should be configurable by jail personnel.

The successful Respondent shall be responsible for software updating.

The system must be capable of compiling all call data from each phone for a full month to generate the following audit reports which will be required monthly:

Total calls attempted

Total calls completed

All calls to a specific number

All calls to a specific area code

All calls to a specific group (exchange) of numbers

Total billed cost of each complete phone call

Call break down of local, intrastate intralata, intrastate interlata, and interstate interlata charges

Summary report to include calls attempted, calls completed, total minutes, and total billed cost

All calls must be billed to the called party at the actual real time duration of the call, rounded up to the next whole minute. Any fraudulent charging of minutes by the successful Respondent shall be cause for immediate termination of this contract and will be punishable to the full extent of the law.

General Mandatory Requirements:

1. All Respondents must be in business for the purpose of providing Inmate Telephone Services and have at least five (5) years of experience with a proven track record of providing services under the same current company name.
2. Respondent must currently be servicing and be the exclusive provider for a minimum of three (3) jails with a minimum capacity of 500 beds each. List facility name and capacity.
3. Successful Respondent must perform real time validations for each call. Explain.
4. Successful Respondent must have 24hour/7day technical support. State where service center is located.
5. Successful Respondent must have capability to supervise and monitor the system remotely ensuring satisfactory provision of services.
6. System must have the capability to provide the called party with an automated rate quote prior to connection.
7. System must have capability for called party to block the call and any future calls by pressing two digits from their home phone.
8. Prepaid calls have to inform the called party, before acceptance, that the call is coming from a correctional facility and is a free call.
9. Proposed system should have the capability of implementing a PIN/PAN system.
10. Proposed system must have the capability of implementing a billing threshold.
11. Successful Respondent must provide facility personnel the ability to submit an on-line trouble tickets via a web interface. System must already be developed and operational.
12. Successful Respondent must allow facility personnel to block and unblock numbers.
13. Successful Respondent must allow facility personnel to view trouble tickets on-line, via a web interface.
14. Successful Respondent must have the ability to track live trouble tickets via a web interface, accessible anywhere and send email notification upon completion or status changes. Provide web site demo. Provide response time to trouble tickets on Appendix A.
15. System Reports – customized adhoc reports can be generated for specific investigative needs.
16. System must be located on-site. A off-site centralized option is not acceptable.

17. Successful Respondent must provide access to validation platform to assist staff to confirm why a number is blocked.
18. Successful Respondent must be able to provide staff access to prepaid platform to check account balances on calling card and prepaid programs.
19. No advance commission payment will be allowed. Responses offering an advance may be disqualified.
20. System must have some type of investigative ability for officers to be notified of certain "Hot Numbers" being called. Explain.
21. System must use automated operators only. No live operators will be allowed.
22. System must provide secure inmate email system with keyword search.
23. Commissions: Successful Respondent shall pay to the County a commission calculated as a percentage of the gross revenues. Gross revenues shall be defined as the total amount billed to the terminating numbers of inmate placed calls without any deductions. Calculations equal the commission rate times (x) total billed charges for the month. If any commissions due under this contract are not received by the county within 30 days of the close of the previous month, the County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366 day year) calculated from the date payment is due.
24. Rates: Provide with your proposal a copy of the rates your company will charge to the called party. Any changes in rates during the term of this contract must be submitted to the County for review and approval prior to any rate change.
25. **Downtime Credits: In addition to other payments described in the paragraph on commissions, successful Respondent shall pay to the County any amount due as downtime credits within 30 days.**
26. Subcontractors: If any part of the work is or will be subcontracted, the successful Respondent shall provide as part of the proposal a complete description of the subcontractor organization, the experience level of each of the parties, and the subcontracting agreements made between the parties. Successful Respondent must also include a list of references for all subcontractors.
27. Lawsuits: Respondent must identify and provide a list of all legal claims, demands, or lawsuits threatened or pending, or completed within the last seven year period, against the Respondent or employed individual, and/or the Respondent's technology provider with regard to the services and equipment offered in this proposal.
28. Financial Statement: Current Financial Statement must be submitted prior to contract award.

Call Monitoring and Recording

1. The proposed system shall maintain of call recording on-line for the duration of the contract
2. and have the ability to be downloaded to digital tape or CD (preferred).
3. The proposed system shall be web-based to allow for remote access.
4. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.

5. Facility personnel must be able to simultaneously listen to and record conversations.
6. Recordings must be backed up for archival.
7. The system shall have integrated visitation phone recording capabilities.
8. Call monitoring devices must be provided to allow a call to be audibly monitored and recorded where desired by the County for knowledge of activities occurring during and or after phone use.

6. CONTRACT ADMINISTRATION

Kurt Showalter (or successor), Financial Manager, Williamson County Sheriff's Office shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal must be submitted.

7.2 Price Proposal

The Respondent should utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal must be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

7.3 Proposal Evaluation and Selection

7.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

7.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to

determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

Selection Criteria

Selection will be based on the respondents' answers: (1) experience and qualifications, (2) best overall commission package offered, (3) equipment and service response time, (4) Compliance with all Proposal Specifications. The importance of the criteria is indicated by the point values assigned to each respectively. Please provide responses to the criteria with particular work examples that highlight your previous experience.

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1.) Experience and Qualifications | 25 Points |
| 2.) Best <u>overall</u> commission package offered
(as determined by the County when comparing
individual offers submitted under Option 1 and/or
the combination of Option 1 and Option 2) | 35 Points |
| 3.) Equipment and service response time | 20 Points |
| a. equipment (10pts.) | |
| b. service response time (10pts.) | |
| 4.) Compliance with all Proposal Specifications | 20 Points |



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

THE RESPONDENT IS EXPECTED TO:

- **PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES**
- **PROVIDE ALL REQUIRED DOCUMENTS – AND**
- **USE ONLY REQUIRED FORMS IN THIS RFP**
- **USE THE PROPOSAL SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET**

Proposal Submittal Checklist
RESPONDENT SHOULD COMPLETE AND RETURN THIS
“PROPOSAL SUBMITTAL CHECKLIST” WITH YOUR PROPOSAL.

The Respondent's attention is especially called to the items listed below (**return pages marked with red border**), which should be submitted in full as part of Respondent's Proposal. Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any Addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation, or provision not officially invited in this RFP may serve, at Williamson County's sole discretion, as cause for rejection of the Proposal. The County reserves the right to request that any Respondent clarify its Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal. Respondent should check each box below indicating compliance.

- ☐ Transmittal Letter
- ☐ Table of Contents of the Proposal
- ☐ Executive Summary of Respondent's Proposal
- ☐ Respondent's Proposal
- ☐ RESPONDENT'S SAMPLE CONTRACT
- ☐ Commission and Rate Sheets form (**Appendix A**)
- ☐ References: Identification of three (3) references for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (**Appendix B**)
- ☐ Conflict of Interest Questionnaire (**Appendix C**)
- ☐ Proposal Affidavit (**Appendix D**)
- ☐ Signature Page (**Appendix E**)
- ☐ Insurance Certificates
- ☐ Performance Bond (within 30 days of contract award)
- ☐ File copy of **Assumed Name Certificate** <https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>
If Respondent is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk.
- ☐ One (1) original, two (2) paper copies and one CD of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, TX 78626.

RESPONDENT SHOULD SIGN AND RETURN THIS PAGE WITH ITS PROPOSAL

Company

Telephone Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

APPENDIX A COMMISSION AND RATES SHEET

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please note the following:

The respondent may choose to submit an offer under **OPTION 1**, **OR** a combination of **OPTION 1** and **OPTION 2**.

OPTION 1

Total billed cost of each complete phone call.....	\$ _____	Local charges.....	\$ _____
Intrastate intralata.....	\$ _____	Intrastate interlata.....	\$ _____
Interstate interlata.....	\$ _____	Commission to Williamson County Sheriff's Office in percent.....	\$ _____

Response time for trouble tickets _____

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

Respondent Name: _____

Address: _____

Telephone: _____ Email: _____

Contact Name (please print): _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

Company Name:	
Authorized Signature:	
Title:	

APPENDIX A (CONTINUED) COMMISSION AND RATES SHEET

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please note the following:

The respondent may choose to submit an offer under OPTION 1, OR a combination of OPTION 1 and OPTION 2.

OPTION 2

Minimum Annual Guarantee (MAG)

Commissions shall be calculated and paid monthly as specified in the body of the contract based upon the awarded RFP. At the end of the first full year of service, the commission total for the first twelve months of service will be added and compared to the Minimum Annual Guarantee figure. If the Minimum Annual Guarantee is greater than the 12 month commission total, the awarded vendor will pay Williamson County the difference. If the twelve month total exceeds the Minimum Annual Guarantee; no additional amount is due Williamson County. The same exercise will be repeated at the end of every contract year.

Minimum Annual Guarantee (MAG) \$ _____

Response time for trouble tickets _____

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

Respondent

Name: _____

Address: _____

Telephone: _____ Email: _____

Contact Name (please print): _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

Company Name:	
Authorized Signature:	
Title:	

APPENDIX B RESPONDENT REFERENCES

Please list at least **(3) companies or governmental agencies**, where the same or similar goods and/or services as contained in this RFP package, which were recently provided.

Reference 1

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Contract Dates: _____ Contract Value: \$ _____
Start End

Scope of Work: _____

Reference 2

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Contract Dates: _____ Contract Value: \$ _____
Start End

Scope of Work: _____

Reference 3

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Contract Dates: _____ Contract Value: \$ _____
Start End

Scope of Work: _____

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE

For Respondent or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

Date: _____, 20____

APPENDIX D
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA

ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to submit a proposal or not to submit a Proposal thereon."

Name and Address of Respondent:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20_____.

Notary Public in and for

APPENDIX E SIGNATURE PAGE

This Proposal shall remain in effect for ninety (90) calendar days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Respondent agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, in accordance with the Specifications, Terms and Conditions contained in the RFP, and all other items made a part of this RFP.

The undersigned affirms that he or she is duly authorized to execute this Proposal and that by executing this Proposal, Respondent understands, acknowledges and agrees that the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County upon selection. Respondent represents to Williamson County that Respondent has not prepared this Proposal in collusion with any other Respondent, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not to submit a Proposal thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Williamson County Purchasing

Address:

NEW ADDRESS!

901 S Austin Ave
Georgetown, TX 78626

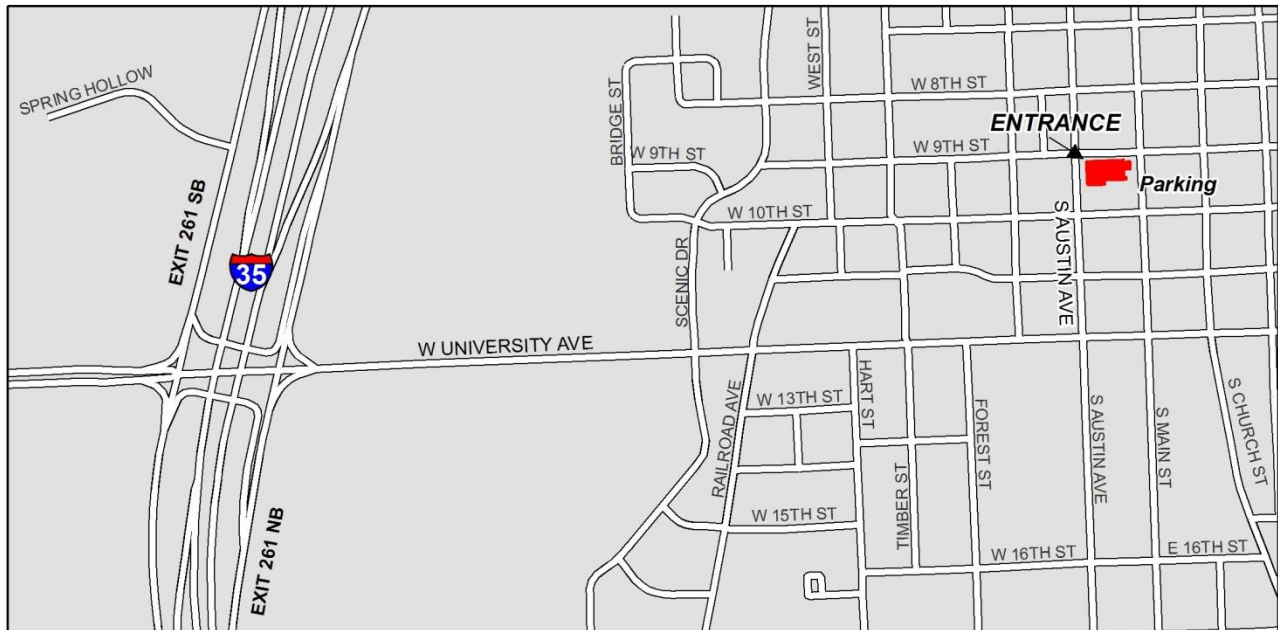
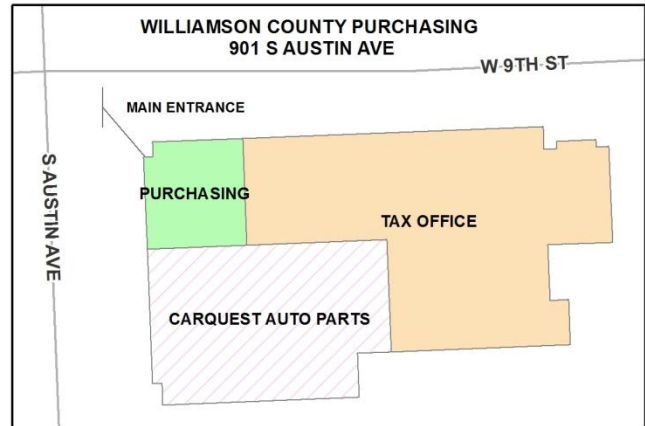
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



Commissioners Court - Regular Session**35.****Meeting Date:** 05/20/2014

Installation of Central Control Irrigation System

Submitted By: Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing advertising and setting the date of June 11, 2014 at 2:00 PM in the Williamson County Purchasing Department to receive proposals for the Installation of Central Control Irrigation System for the Williamson County Facilities Department (RFP#14RFP00230).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

AttachmentsIrrigation System RFP pkg

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 05/16/2014

Reviewed By

Bob Space

Wendy Coco

Date

05/15/2014 11:32 AM

05/16/2014 10:59 AM

Started On: 05/15/2014 10:52 AM



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

INSTALLATION OF CENTRAL CONTROL IRRIGATION SYSTEM

PROPOSAL NUMBER: 14RFP00230

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
WEDNESDAY, JUNE 11th, 2014 at 2:00 PM

PROPOSALS WILL BE PUBLICLY OPENED:
WEDNESDAY, JUNE 11th, 2014 at 2:00 PM

MANDATORY PRE-PROPOSAL CONFERENCE:

MAY 28, 2014 AT 10:00 A.M.

AT WILLIAMSON PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVE., GEORGETOWN, TX 78626

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 14RFP00230. Specifications and Bid Form for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents should forward one **(1) original** and one **(1) CD copy** of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

PROPOSAL NAME: Installation of Central Control Irrigation System
PROPOSAL NO: 14RFP00230
DUE DATE/TIME: Wednesday, June 11, 2014 ON OR BEFORE 2:00 PM
MAIL OR DELIVER TO: Williamson County Purchasing Department
Attn: 14RFP00230 Installation of Central Control System
901 S Austin Ave., Georgetown, TX 78626

All Respondents interested in submitting a Proposal must attend the Mandatory Pre-Proposal Conference on May 28, 2014 at 10:00 A.M. at Williamson County Purchasing Department located at 901 South Austin Ave., Georgetown, TX 78664.

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Assistant Purchasing Agent
RFP # 14RFP00230
901 S Austin Ave.
Georgetown, TX 78626
purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on June 4, 2014. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting your Proposal to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the RFP will be posted on the Williamson County vendor portal at the following link:
<http://wilco-online.org/ebids/bids.aspx>

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Response Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this Request for Proposal.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE RFP.**

INSTALLATION OF CENTRAL CONTROL IRRIGATION SYSTEM PROPOSAL NUMBER: 14RFP00230

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for these expenses.

All Proposals must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on Page 1. Proposals received after the submittal deadline will be considered void and unacceptable and returned to the Respondent unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent's Proposal and all RFP requirements and Submittal Checklist** must be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this RFP may, at Williamson County's sole discretion, render your Proposal null and void. Proposals will be opened and the names of Respondents read aloud in the Williamson County Purchasing Department, 901 Austin Avenue, Georgetown, Texas 78626.

HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS

Tentative Schedule of Events

Issuance of RFP	May 20, 2014
Mandatory Pre-Proposal Conference	May 28, 2014 at 10:00 AM CST
Deadline to Submit Questions	June 4, 2014 by 5:00 PM CST
Proposal Submission Deadline (Late Proposals will not be considered)	June 11, 2014 at 2:00 PM CST
Proposals Distributed to Evaluation Committee	June 11, 2014
Evaluation Committee to Tabulate Scoring and Determines Short List	June 17, 2014
Conduct Interview/Best and Final Offer/Short List (optional) Submit recommendation letter to Purchasing	June 17, 2014
Recommendation for Contract Award	June 24, 2014

PRE-PROPOSAL INSPECTION

To the extent necessary and prior to the submittal, Respondents are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Proposal. If in the Pre-Proposal inspection the Respondent determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO RESPONDENTS

This RFP is to receive Proposals from qualified Respondents regarding the goods and/or services which Williamson County seeks to procure under this RFP.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing 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 RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for

the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

2.23 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

2.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the 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 the Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further

liability, upon thirty (30) calendar days written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent 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.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson 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. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

2.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON

COUNTY REQUIRED BY **SUCCESSFUL RESPONDENT** IN THE DEFENSE OF EACH MATTER. **SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.**

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S Austin Ave.
Georgetown, Texas 78626

Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Respondent 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 the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

2.2.26 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 RFP, the Contract or any ensuing 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 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.

2.2.27 Current Revenues

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

2.2.28 FOB – Destination

To the extent applicable to this RFP, 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 Proposal, unless otherwise specified in the RFP. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

2.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.30 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.31 Safety

Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

2.2.32 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

2.2.34 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

2.2.35 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.36 Payment

Unless specified otherwise in this RFP or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue 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 an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent 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 Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, (512) 943-1500.

2.2.37 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

2.2.38 Contract Period

The Contract Period is the date of award by Commissioner's Court through final completion of installation; provided, however, final completion shall be attained by September 30, 2014.

2.2.39 Contract Extensions

On or before the expiration of the initial contract term, the Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, 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 thirty-six (36) 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 Successful Respondent may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Respondent agree that termination shall be the Successful Respondent's sole remedy under this circumstance.

2.2.40 Insurance Requirements

By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Successful Respondent's cost, insurance in accordance with this provision.

Successful Respondent will be required to submit Certificates of Insurance **prior to contract award**.

All certificates of insurance coverage as specified below must be provided to the following individual:

- Williamson County Purchasing Department
- 901 S Austin Ave
- Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation	Statutory – Texas Law
B. Employer's Liability:	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$1,000,000	

- D. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits:	No aggregate limit	

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an

insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

2.2.41 Workers' Compensation Coverage Requirements

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 such as Williamson County. The rule requires Williamson County 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 the RFP 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 Proposal to the County, you are acknowledging that this rule is a part of these RFP specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your 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:

Williamson County
901 S Austin Ave
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. 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) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor--A person bidding or making a proposal for or awarded a building or construction project by Williamson County.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.

- (7) Persons providing services on the project ("subcontractor" in §406.096) - 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, owner-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 vendors, office supply deliveries, and delivery of portable toilets.
- (8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

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 workers compensation coverage to Williamson County prior to being awarded the Contract.

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 Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven 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 Williamson County 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 Williamson County 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 signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County 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 Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP**. Be sure your Proposal package is complete.

3.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

3.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

3.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

3.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

3.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

3.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

3.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

3.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. A Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

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

3.12 Firm Pricing

For unit price 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. Respondent must submit a firm price that must be good from the date of Proposal opening for the fixed period of time set out in this RFP. Unless the RFP 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 best Proposal.

3.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 Silence of Specifications

The apparent silence of any RFP 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.

3.15 References

Williamson County may require Respondent to supply a list of at least three (3) references where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. Please limit additional, non-requested information.

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

4.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter
- b. Table of Contents
- c. Executive Summary
- d. Proposal Response to Criteria
- e. Price Sheets form (Appendix A)
- f. References: Identification of three (3) references for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B of RFP)
- g. Conflict of Interest Questionnaire (Appendix C of RFP)
- h. Proposal Affidavit and Addenda Acknowledgement (Appendix D of RFP)
- i. Signature Page (Appendix E of RFP)

4.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
3. Place of incorporation or organization, if applicable;
4. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
5. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
6. The Respondent's Federal Employer Identification Number;
7. A commitment by the Respondent to provide the services required by Williamson County;
8. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);
9. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

4.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also is expected to indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent is expected to describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References should contain the name of key contacts and a telephone number.

4.5 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 amended.

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

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

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an appendix to this RFP and should be completed, signed, and submitted to the Williamson County Purchasing Department.

4.6 Ethics

The Respondent 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.

4.7 Proposal Submittal

The Proposal is due no later than the submittal date and time set forth on Page 1 of this RFP, and should include each item identified on the Proposal Submittal Checklist page of this RFP.

4.8 Delivery of Proposals

All Proposals are to be delivered on or before the submittal deadline, as noted on Page 1 of this RFP, to:

Williamson County Purchasing Department
Attn: Installation of Central Control System 14RFP00230
901 S Austin Ave
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original** and **one (1) CD** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number on the outside of the box or envelope and note "Sealed Proposal Enclosed."

FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

5. PROPOSAL SPECIFICATIONS

5.1 Scope of Work

Install Hunter IMMS Central Control System to existing irrigation systems at various County facilities. Williamson County will provide all controllers, expansion modules, communications modules, flow sensors, tee bodies, and master valves only. All other materials, wiring, fittings, conduit boxes are responsibility of vendor and should be included in the proposal.

5.2 Specifications

Installation of Central Controllers and Components to Williamson County Facility Irrigation Systems

1. Purpose is to install central control systems to existing irrigation systems at various county facilities.
2. Williamson County will provide all Hunter ACC controllers, expansion modules, communication modules, flow sensors, tee bodies, and master valves only.
3. All other materials, wiring, fittings, conduit, boxes are responsibility of vendor/installer and should be included in the proposal.
4. Contractor will provide skilled labor, materials, equipment for a complete operable central controlled irrigation system.
5. Job scope includes: Mount controller, wiring, install master valve, install flow sensor & tees, trenching and boring where needed at each location listed below.
6. Provide 14 awg direct burial wire and multi conductor cable near controllers.
7. Hunter/Baseline will provide a representative to give technical assistance and contractor shall cooperate with rep and the County to assure an operable system.
8. Contractors and installers shall be licensed by the Texas Commission on Environmental Quality (TCEQ).
9. At least one licensed landscape irrigator, or licensed landscape installer shall be on the jobsite during construction at all times.
10. Wiring of controllers, sensors, and valves shall comply with the manufacturer's instructions and National Electric Code.
11. All wire junctions/connections will be in box and not buried.
12. Protect curbs, wall, utilities, sidewalks, trees and other existing features from damage.
13. The Contractor shall furnish a written warranty on workmanship for one year after construction is complete.
14. All existing rain sensors will be rewired to new controllers.
15. All controllers and other equipment removed will remain property of Williamson County.
16. Williamson County may choose which locations to proceed with as budget allows, therefore not all locations may be installed.
17. Please bid each location separately.
18. Verify, on the jobsite, the exact location of all existing underground utilities before beginning construction.
19. Contact the utility companies prior to excavation for line locations and notification.
20. Hand excavate trenches and valve box vaults near existing utilities.
21. Repair or pay for repairs to damaged utilities without cost to the Owner.
22. Williamson County may provide existing as-builts, as available, for bidding purposes upon request.

23. Contractor is responsible for all assumptions. Assumptions should be made clear in the proposal.
24. Contractor will be responsible to field verify the accuracy of the as-built documents obtained by operation of the sprinkler system.
25. Repair any damage to wire, pipe or sprinkler systems caused by this construction which are to remain in service.
26. Where "as built" documents are not available, perform field testing to locate every component of the system including wiring, valves, heads, controllers, backflow preventors, rain/freeze sensors.
27. As-Built's will be required after each location is completed showing new flow sensor and master valve boxes, wire routing and sleeves.
28. Controller locations will remain the same.

Williamson County Facility Locations:

1. Juvenile Justice Center – 200 Wilco Way, Georgetown, TX (2 inch)
2. Children's Advocacy Center – 1811 SE Inner Loop, Georgetown, TX (1.5 inch)
3. Animal Shelter – 1855 SE Inner Loop, Georgetown, TX (1.5 inch)
4. Facilities – 3101 SE Inner Loop, Georgetown, TX (1 inch)
5. Central Maintenance Facility – 3151 SE Inner Loop, Georgetown, TX, (2 inch)
6. Inner Loop Annex – 301 SE Inner Loop, Georgetown, TX (1.5 inch)
7. Inner Loop Annex Courtyard – 301 SE Inner Loop, Georgetown, TX (1 inch)
8. Georgetown Tax Office – 904 S. Main, Georgetown, TX (1 inch)
9. Courthouse – 710 Main St, Georgetown, TX (1.5 inch)
10. Sheriff's Office – 508 S Rock St, Georgetown, TX (1 inch)
11. Criminal Justice Center- 405 MLK, Georgetown, TX (2 inch)
12. Parking Garage/Jail – 305 W 4th, Georgetown, TX (2 inch)
13. Jester Annex – 1801 E. Old Settlers Blvd, Round Rock, TX (2 inch)
14. Cedar Park Annex – 350 Discovery Blvd, Cedar Park, TX (2 inch)
15. Round Rock Annexes A&B - 211 Commerce Cv, Round Rock, TX (1 inch)
16. JP4- 211 W. 6th, Taylor, TX (1 inch)
17. Taylor Annex - 412 Vance, Taylor, TX (1 inch)
18. Hutto Annex - 350 Exchange Blvd, Hutto, TX (1 inch)
19. ESOC – 911 Tracy Chambers Ln, Georgetown, TX (2 inch)

6. CONTRACT ADMINISTRATION

Christi Stromberg (or successor), Facilities Landscape Specialist, Williamson County Facilities Department located at 3101 SE Inner Loop, Georgetown, TX, 512-943-3377, cstromberg@wilco.org shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

7.2 Price Proposal

The Respondent must utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal should be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

7.3 Proposal Evaluation and Selection

7.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

7.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

Evaluation of the Proposals received will be based on the following criteria. Criteria must be met to be considered.

- | | |
|---------------------------------|-----|
| • Price | 40% |
| • Past Performance & References | 30% |
| • Quality of Services | 30% |

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department and/or the Technical Contact listed in this RFP. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

THE RESPONDENT IS EXPECTED TO:

- **PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES**
- **PROVIDE ALL REQUIRED DOCUMENTS – AND**
- **USE ONLY REQUIRED FORMS IN THIS RFP**
- **USE THE PROPOSAL SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET**

Proposal Submittal Checklist
RESPONDENT SHOULD COMPLETE AND RETURN THIS
“PROPOSAL SUBMITTAL CHECKLIST” WITH YOUR PROPOSAL.

The Respondent's attention is especially called to the items listed below (**return pages marked with red border**), which should be submitted in full as part of Respondent's Proposal. Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any Addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation, or provision not officially invited in this RFP may serve, at Williamson County's sole discretion, as cause for rejection of the Proposal. The County reserves the right to request that any Respondent clarify its Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

Respondent should check each box below indicating compliance.

- ☐ Transmittal Letter
- ☐ Table of Contents of the Proposal
- ☐ Executive Summary of Respondent's Proposal
- ☐ Proposal and Response to Criteria
- ☐ Price Sheets form (Appendix A)
- ☐ References: Identification of three (3) references for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B)
- ☐ Conflict of Interest Questionnaire (Appendix C)
- ☐ Proposal Affidavit and Addenda Acknowledgement (Appendix D)
- ☐ Signature Page (Appendix E)
- ☐ File copy of **Assumed Name Certificate** - *If Proposer is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk.*
<https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>
- ☐ One (1) original, and one (1) CD copy of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 901 S Austin Ave Georgetown, TX 78626.

RESPONDENT SHOULD SIGN AND RETURN THIS PAGE WITH ITS PROPOSAL

Company

Address

**APPENDIX A
PRICE SHEET
INSTALLATION OF CENTRAL CONTROL IRRIGATION SYSTEM, RFP# 14RFP00230**

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish INSTALLATION OF HUNTER IMMS CENTRAL CONTROLS & COMPONENTS in accordance with this RFP at the following rate(s). Make all assumptions known in the proposal. Attach separate sheet if necessary.

FACILITY	UNIT COST
1. Juvenile Justice Center	\$ _____
2. Children's Advocacy Center	\$ _____
3. Animal Shelter	\$ _____
4. Facilities	\$ _____
5. Central Maintenance Facility	\$ _____
6. Inner Loop Annex	\$ _____
7. Inner Loop Annex Courtyard	\$ _____
8. Georgetown Tax Office	\$ _____
9. Courthouse	\$ _____
10. Sheriff's Office	\$ _____
11. Criminal Justice Center	\$ _____
12. Parking Garage/Jail	\$ _____
13. Jester Annex	\$ _____
14. Cedar Park Annex	\$ _____
15. Round Rock Annexes A&B	\$ _____
16. JP4	\$ _____
17. Taylor Annex	\$ _____
18. Hutto Annex	\$ _____
19. ESOC	\$ _____
TOTAL COST	\$ _____

INSTALLATION OF CENTRAL CONTROL IRRIGATION SYSTEM, RFP# 14RFP00230

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

Respondent
Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

APPENDIX B

RESPONDENT REFERENCES

INSTALLATION OF CENTRAL CONTROL IRRIGATION SYSTEM, RFP# 14RFP00230

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Reference Two

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE

For Respondent or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="padding-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

Date: _____, 20____

APPENDIX D
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA
ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____

The undersigned certifies that the IFB and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Proposer*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Proposer*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a proposal or not to submit a Proposal thereon."

Name and Address of Proposer:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20_____.

Notary Public in and for

APPENDIX E SIGNATURE PAGE

This Proposal shall remain in effect for ninety (90) calendar days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Respondent agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, in accordance with the Specifications, Terms and Conditions contained in the RFP, and all other items made a part of this RFP.

The undersigned affirms that he or she is duly authorized to execute this Proposal and that by executing this Proposal, Respondent understands, acknowledges and agrees that the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County upon selection. Respondent represents to Williamson County that Respondent has not prepared this Proposal in collusion with any other Respondent, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not to submit a Proposal thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Williamson County Purchasing

Address:

**901 S Austin Ave
Georgetown, TX 78626**

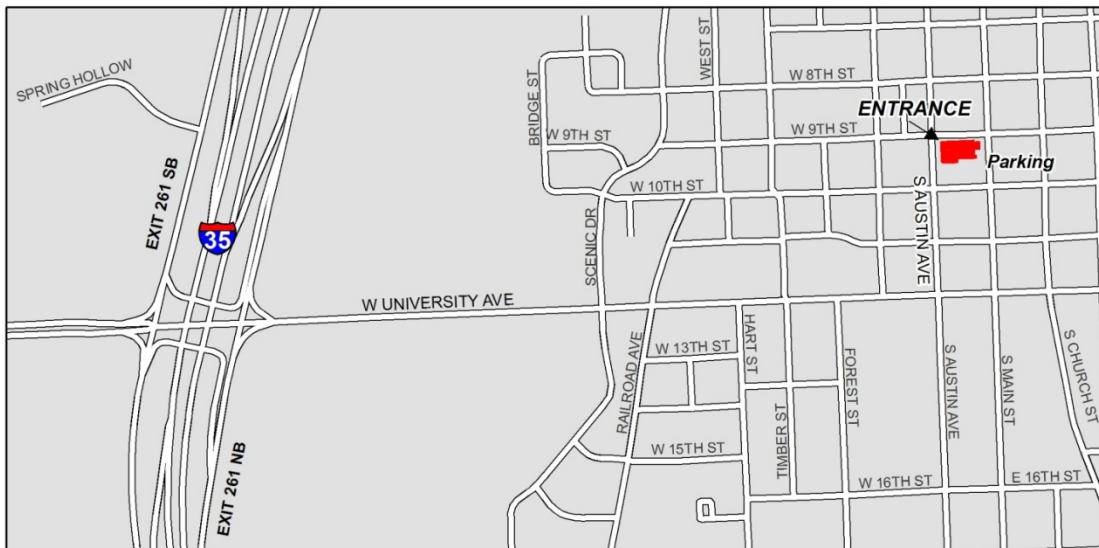
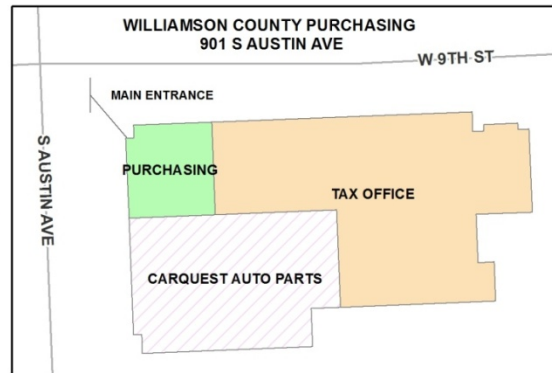
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



Commissioners Court - Regular Session**36.****Meeting Date:** 05/20/2014

Consulting Engineering Services

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving Professional Services Agreement between Williamson County and Voelter Associates, Inc. for Engineering Consulting Services.

Background

This project consists of providing a plan and specifications required to replace the existing domestic water piping system at the Williamson County's Granger Personal Care Facility. The not to exceed amount is \$5,000. This firm was chosen from a pre-qualified list.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

[Voelter professional Services Agreement](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 05/16/2014

Reviewed By

Bob Space

Wendy Coco

Date

05/15/2014 11:26 AM

05/16/2014 10:59 AM

Started On: 05/15/2014 10:53 AM



VOELTER ASSOCIATES INC.

ARCHITECTS AND PLANNERS

A.I.A.

PO BOX 97 GEORGETOWN, TX 78627-0097
118 E. LEGEND OAKS DR. 78626
PH 512 818-0574 EM mail@voelter.com

April 28, 2014

Judge Dan Gattis, County Judge

Williamson County Courthouse
710 Main Street
Georgetown, TX 78626
Phone 512-943-1550

RE Professional Services

Replacement of Existing Domestic Water Piping
Granger Personal Care Facility
Granger, Texas

Dear Judge Gattis:

We are pleased to submit this Letter of Agreement to Williamson County, Texas, hereinafter referred to as "Client" or "County", for professional services relative to the referenced project. The project consists of providing a plan and specifications required to replace the existing domestic water piping system at Williamson County's Granger Personal Care Facility. This agreement is for services to provide documents indicated hereinafter to allow Client to receive bids and for use during construction phase. The Plumbing drawings and specifications will be provided by DKM Consulting, 595 Round Rock West, Ste. 505, Round Rock, TX 78681. David McDonald, P.E., LEED AP will be the Consulting Engineer.

This proposal does not include the following:

- Building Permit submittal.
- Consulting Engineering services.
- Regulatory fees, all submittals by Client.
- Construction Observation.

SCOPE OF BASIC SERVICES

PHASE 1 – Project

Initiation

1. Visit with Client to review project requirements.
2. Obtain plans of existing building from Owner's Representative.
3. Visit site to document changes to original floor plan.
4. Produce architectural floor plan to be used as background for drawings.

PHASE 2 – Construction Documents

1. Provide plumbing construction documents (including floor plan indicating pipe size and routing) to represent the replacement of the existing domestic water system within the building footprint.
2. Provide details and specifications for the construction and materials to be utilized.

OPTIONAL SERVICES

1. Any services not included hereinbefore if requested and approved by Client.
2. Construction phase services are not included but available on an hourly basis.

Granger Personal Care Facility

AGREEMENT

PAGE - 1

REIMBURSABLE EXPENSES

1. Cost of any outside printing requested.
2. Expenses associated with a request by Client, not listed above but approved prior to commencing, will be passed on at cost to Architect.

FEES FOR BASIC SERVICES

The breakdown of services is as follows:

Architectural Services (Phase 1 and coordination)	\$1,000.00
Mechanical Engineering (Phase 2)	3,500.00

This agreement is based on the following hourly rates.

Principal	\$125.00
Project Manager	\$100.00
CAD Technician	\$ 70.00

NOT-TO-EXCEED AMOUNT

The not-to-be-exceeded amount for the performance of the services described in this agreement—which does not include construction phase services or any reimbursable expenses—shall be the sum of Five-Thousand Dollars (\$5,000.00). This not-to-exceed amount is based upon all labor and non-labor costs estimated to be required in the performance of the various phases of work provided for under this agreement. Should the actual total costs of the services rendered under this agreement and the reimbursable expenses be less than the not-to-exceed amount, then Architect shall receive compensation for only those services actually rendered and the reimbursable expenses actually incurred.

CLIENT RESPONSIBILITIES

1. Accompany Architect in accessing existing building.
2. Answer questions about project.

CONDITIONS

Documents will be completed as expeditiously as possible, estimated to be approximately one month from time of return of executed agreement.

Billing will be monthly according to the percentage of completion. 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 an 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 Architect of the invoice discrepancy. Following County's notification of any discrepancy as to an invoice, the Architect 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 (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Client may terminate this agreement, for convenience and without cause, upon three business days notice. In the event of termination by the Client, the Architect shall be compensated for all services performed up to the termination date based on the percentage of completion. There shall be no penalty

for Client's termination for convenience.

The Architect shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences or procedures, for safety precautions of any other parties operations in relation to the project. **ARCHITECT SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ARCHITECT OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**

FINAL PAYMENT

Final payment will be due upon availability of prints. The Architect will schedule the work on a timely basis and will proceed accordingly unless the Client indicates otherwise. All fees will be due within thirty (30) days from the date when the drawings are completed whether or not the project is built and whether or not the client chooses to pick up the prints.

Client agrees that in the event of default in payment by Client and in placement of this agreement in the hands of an attorney for collection, Client shall pay a reasonable attorney's fee plus principal and interest at the rate set forth above. Client shall pay attorney's fees and principal and interest even though suit may not have been filed prior to collection.

MISCELLANEOUS

1. Certificate of Architect. Architect certifies that neither Architect nor any members of Architect's firm has:

- A. Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Architect) to solicit or secure the work provided by in this agreement.
- B. Agreed, as an expressed or implied condition for obtaining this agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this agreement.
- C. Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Architect) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this agreement.
- D. Architect further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this agreement and for those portions of the project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

2. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of County and Architect and their respective successors and assigns. Neither County nor Architect may assign or transfer its interest in or obligations under this agreement without the written consent of the other party hereto.

3. Bidding Exemption. This agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

4. Right to Audit. Service Provider agrees that The 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

5. Compliance with Laws. Architect 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, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Architect shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

6. Definition of Architect. The term "Architect" as used herein is defined as including Registered Professional Architects, as applicable to the work to be performed under this agreement, and any reference to professional standards in regards to a Registered Professional Architect shall relate to those standards promulgated by the Texas Board of Architectural Examiners.

7. Entity Status. By my signature below, I certify that Architect is a corporation, duly authorized to transact and do business in the State of Texas.

8. Independent Contractor Relationship. Both parties hereto, 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 be the employees or agents of the other party for any purposes whatsoever.

9. 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 or employees, 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.

10. Place of Performance. THIS CONTRACT IS PERFORMABLE IN GEORGETOWN, WILLIAMSON COUNTY, TEXAS.

If you find the Proposal acceptable, please affix your signature where indicated and return one copy to this office. Once signed by you, this agreement will represent the entire and integrated agreement between County and Architect and supersedes all prior negotiations, representations, or agreements, either oral or written. This agreement may be amended only by written instrument signed by both County and Architect. We look forward to working with you.

Respectfully submitted,
VOELTER ASSOCIATES INC.



David L. Voelter, AIA
President

Accepted:

_____Date_____

Dan Gattis
Williamson County Judge

The Texas Board of Architectural Examiners, PO Box 12337, Austin, Texas 78711-2337, telephone 512.305.9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Article 249a, Vernon's Texas Civil Statutes.

Commissioners Court - Regular Session**37.****Meeting Date:** 05/20/2014

CTTC Hail Damage BA 05-20-2014

Submitted For: Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Facilities Maintenance:

Background

This is for an insurance settlement from TAC to repair hail damage to the CTTC roof.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.364100	Insurance Reimbursement	\$56,634.81	01

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/14/2014 03:27 PM

Commissioners Court - Regular Session**38.****Meeting Date:** 05/20/2014

CTTC Hail Damage BA 05-20-2014

Submitted For: Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Facilities Maintenance:

Background

This is for an insurance settlement from TAC to repair hail damage to the CTTC roof.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0509.004510	Facility Maint. & Repair	\$56,634.81	01

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 05/15/2014

Reviewed By

Wendy Coco

Date

05/15/2014 10:21 AM

Started On: 05/14/2014 03:31 PM

Commissioners Court - Regular Session**39.****Meeting Date:** 05/20/2014

Economic Development

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2014

Reviewed By

Wendy Coco

Date

05/16/2014 10:59 AM

Started On: 05/15/2014 10:50 AM

Commissioners Court - Regular Session**40.****Meeting Date:** 05/20/2014

Executive Session

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase or lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- c) Discuss proposed amendment to TCE on SH 45/O'Connor Blvd.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
- e) Discuss proposed acquisition of property for proposed SH 29 Seward Junction Loop project.
- f) Discuss proposed acquisition of property for right-of-way along CR 170.
- g) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
- h) Discuss possible acquisition of property with endangered species for mitigation purposes.
- i) Discuss CR 170 overflow pipe facility cost sharing agreement.
- j) Discuss the acquisition of real property: Alcoa. 180.243 acres

2. Property or Real Estate owned by Williamson County

- a) Discuss a transfer of ROW to the State of Texas for Hwy 79 Section 3.
- b) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
- c) Discuss County owned real estate on CR 258
- d) Discuss proposed acquisition of land for County Parks.
- e) Discuss proposed acquisition of 89.476 acres by Georgetown Inner Loop.
- f) Discuss proposed sale of 98 acre tract abutting Blue Springs Blvd.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/16/2014

Reviewed By

Wendy Coco

Date

05/16/2014 10:59 AM

Started On: 05/15/2014 10:49 AM