

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**December 22, 2020**  
**9:30 A.M.**

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

1. Review and approval of minutes.
2. 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.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 4 – 38 )

4. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
5. Consider noting in the minutes the acceptance of County Commissioner Continuing Education Certificate of Completion for Terry Cook and noting successful completion of continuing education hours for 2020 as required in Section 81.0025 of the Local Government Code.
6. Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.
7. Discuss, consider and take appropriate action on reappointing Thomas Nanninga and Jordan Baltazor to the ESD #2 board of commissioners with the term to commence January 1, 2021 and continue until December 31, 2022.

8. Discuss, consider and take appropriate action on reappointment of George Hill to the ESD #11 Board of Directors for a term beginning January 1, 2021, and ending on December 31, 2022.
9. Discuss, consider and take appropriate action on reappointment of Jason Willis to the Emergency Services District (ESD) #11 for a term beginning January 1, 2021, and ending on December 31, 2022.
10. Discuss, consider and take appropriate action on reappointment of Brian Brunson to the Emergency Services District (ESD) #11 for a term beginning January 1, 2021, and ending on December 31, 2022.
11. Discuss, consider and take appropriate action on reappointment of Feliza Conway to the Emergency Services District (ESD) #12 for a two-year term beginning January 1, 2021, and ending on December 31, 2022.
12. Discuss, consider and take appropriate action on reappointment of Judy Lawler Pokorny to the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.
13. Discuss, consider and take appropriate action on reappointment of Erin Tanner to the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.
14. Discuss, consider and take appropriate action on approving a copier lease with Sharp/TLC Office Systems for the Williamson County River Ranch, in the amount \$147.31 per month, pursuant to DIR Contract #DIR-CPO-4433.
15. Discuss, consider and take appropriate action on correcting the effective date of the lease with Sharp Electronics Corp. for one (1) Sharp MX-6071 digital copier for the Williamson County Human Resources Department, in the amount of \$239.21 per month, pursuant to DIR Contract #DIR-CPO-4433 previously approved on November 17, 2020 under agenda item #14 and effective date corrected on November 24, 2020, under agenda item #12. The new effective date will be February 02, 2021.
16. Discuss, consider and take appropriate action on approving an Agreement between Williamson County and Lone Star Circle of Care in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic thru December 30, 2020 and the remainder of the contract to be funded thru the Tobacco Fund.
17. Discuss, consider and take appropriate action on approving an Agreement between Williamson County and First Baptist Church Georgetown in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic.



18. Discuss, consider and take appropriate action on approving the proposal between Williamson County and Doyle Electric, LLC for electrical services at the Williamson County Animal Shelter, in the estimated amount of \$4,707 and authorizing execution of the proposal.
19. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Pitney Bowes, Inc. for SendSuite Tracking and equipment in the amount of \$10,377.81 pursuant to BuyBoard contract #576-18, and authorizing execution of the agreement.
20. Discuss consider and take appropriate action on approving the purchase for in-car camera systems for new EMS vehicles from Ingram Technologies, LLC in the amount of \$59,881.74, per the terms of DIR Contract #DIR-TSO-4025 and authorizing execution of the quote.
21. Discuss, consider and take appropriate action on approving the purchase of Drug Information Management System (DIMS) software from DataGain, for County Court at Law #2, in the amount of \$1,800.00 and authorizing execution of the associated documents.
22. Discuss, consider and take appropriate action on approving the purchase of Drug Information Management System (DIMS) software from DataGain for Juvenile Services, in the amount of \$1,800.00 and authorizing execution of the associated documents.
23. Discuss, consider and take appropriate action on authorizing the United Healthcare Services, Inc., Amendment 4, effective January 1, 2021, for the same terms and conditions as the existing contract, with the exception of items stated in the Amendment No. 4, Financial Renewal and Terms.
24. Discuss, consider, and take appropriate action on rejecting proposals submitted for RFP #2246 Haz Mat Billing Software and authorize the Purchasing Agent to advertise and receive sealed proposals under new RFP #T2721.
25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Juvenile Justice Center RTU for Williamson County under RFP #T2795. Funding Source: P533.
26. Receive and acknowledge approval of Change Order No. 10 from Prime Construction for the River Ranch County Park Project in the amount of \$-297.72 (CREDIT), which was approved by Williamson County Facilities Director, Dale Butler, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.
27. Discuss, consider and take appropriate action on approving the purchase from Knight Security Systems, LLC to provide Video Surveillance System for Williamson County's Inner Loop Annex in the amount of \$10,574.60 per the terms of DIR Contract #DIR-CPO-4494.

28. Discuss, consider and take appropriate action on approving Work Authorization No. 1 for the Jail Magistrate Court, Elevator 9, and Chiller 4 (P540) in the amount of \$298,000.00 to expire on June 22, 2022, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and Talex Inc, Engineers dated November 24, 2020.
29. Discuss, consider, and take appropriate action on approving a 2019 CIP transfer to move \$71,230.99 P541 (Jail-Add'l Elevator-North Side) and \$117,515.02 P542 (Jail Additional Chiller) to P540 (Jail Renovations Phase II).
30. Discuss, consider, and take appropriate action on approving a 2020 CIP transfer to move \$428,769.01 from P541 (Jail-Add'l Elevator-North Side) to P540 (Jail Renovations Phase II).
31. Discuss, consider, and take appropriate action on approving a 2021 CIP transfer to move \$600,000.00 from P545 (Pretrial (CJC Temp Office)) to P515 (Justice Center Remodel).
32. Discuss, consider, and take appropriate action on approving a 2018 CIP transfer to move \$182,484.98 P542 (Jail Additional Chiller) to P540 (Jail Renovations Phase II).
33. Discuss, consider, and take appropriate action on accepting the corrected spreadsheet for Statewide Materials Transport Ltd for IFB T2080, awarded on the 12.08.2020 agenda, item number 33.
34. Discuss, consider and take appropriate action on Change Order No 1 to contract number IFB T749, in the amount of -\$32,379.06 for Chandler Road Milling, Sealing and Overlay from SH 130 to FM 1660. Funding source: 01.0200.0210.003599.
35. Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T1498, in the amount of \$67,610.00 for the Shell Road and Shell Spur Milling, Sealing and Overlay Project. Funding source: 01.0200.0210.003599.
36. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Portland Cement under IFB #T2791.
37. Discuss, consider, and take appropriate action on awarding IFB #T2164 Crushed Granite Base to the lowest and best offer, Statewide Materials Transport, LTD as the primary vendor.
38. Discuss, consider and take appropriate action on the Williamson County Landfill Annual Report for fiscal year 09/01/2019 through 08/31/2020 for Waste Management.

## **REGULAR AGENDA**

39. Discuss, consider, and take appropriate action on recognizing Jay Schade, Senior Director of Williamson County Technology Services, on his retirement after 20 years of service to the County.
40. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.
41. Discuss, consider and take appropriate action on approving the renewal of BLS and ALS affiliation agreement between Williamson County EMS and Temple College.
42. Discuss, consider and take appropriate action on approving the contract between Texas Health and Human Services Commission and Williamson County related to the funding for Opioid Emergency Response Pilot Project as administered by Williamson County Mobile Outreach Team.
43. Discuss, consider and take appropriate action to re-appoint John Pelczar, Director of Operations, for Juvenile Services to the Williamson County Benefits Committee as recommended by the Benefits Committee.
44. Discuss, consider and take appropriate action on authorizing the County Judge to execute the required Williamson County Cafeteria #125 Plan documents; Williamson County Formal Record of Action and the Williamson County Adoption Agreement-Cafeteria Plan as prepared by Premier Pension Solutions.
45. 10:00am Public Hearing - Conduct a public hearing to move \$171,618.81 from Dept. 572 Adult Probation to Dept. 591 Pre Trial to fund four new positions.
46. Discuss, consider and take appropriate action on creating four new positions in Pre Trial Services with funding previously approved in the FY21 Budget.
47. Discuss, consider and take appropriate action on exempting Satellite Tracking of People, LLC from competitive bidding requirements per Texas Local Government Code §262.024(a)(7)(2) to preserve or protect the public health and safety of residents of the county and authorizing execution of the agreement.
48. Receive updates on the Department of Infrastructure projects and issues.
49. Discuss, consider and take appropriate action on awarding RFQ #T1853 Corridor E Planning to the overall most qualified respondents BGE, Inc and Halff Associates and authorizing execution of the agreements.
50. Discuss, consider, and take appropriate action on awarding IFB #T2526 Striping to the lowest and best bidder, DIJ Construction, Inc.

51. Discuss, consider and take appropriate action on a real estate contract with Sylvia Rivera for right of way needed on the SE Loop project (Parcel 11). Funding Source: Road BOnds P463
52. Discuss, consider and take appropriate action on a claim for fixed moving expense on Parcel 12 (Miller).

### **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)."***

53. 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.)
  - A. Real Estate Owned by Third Parties
    - Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
    - a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
    - b) Discuss the acquisition of real property for CR 176 at RM 2243
    - c) Discuss the acquisition of real property: O'Connor Signal Project
    - d) Discuss the acquisition of real property: CR 278
    - e) Discuss the acquisition of real property for County Facilities.
    - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
    - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
    - h) Discuss the acquisition of real property for CR 366.
    - i) Discuss the acquisition of real property for N. Mays.
    - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
    - k) Discuss the acquisition of real property for CR 111.
    - l) Discuss the acquisition of real property for Corridor H
    - m) Discuss the acquisition of real property for future SH 29 corridor.
    - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
    - o) Discuss the acquisition of right-of-way for Corridor C.
    - p) Discuss the acquisition of right-of-way for Corridor F.
    - q) Discuss the acquisition of right-of-way for Corridor D.
    - r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
    - s) Discuss the acquisition of right-of-way for Reagan extension.
    - t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
    - u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
    - v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
    - x) Discuss the acquisition of drainage/detention easements for real property North

of WMCO Juvenile Detention Center

y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Potential governmental uses for 8th Street downtown parking lot

c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

d) Discuss property usage at Longhorn Junction

e) Discuss sale of excess 183A right of way to abutting property owner.

f) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

g) Discuss Blue Springs Boulevard

h) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

**54.** 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.

b) Wolf Lakes

c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

d) Project Deliver

e) Project Advantage

f) Project Cedar

g) Project Expansion

h) Project Arcos

i) Project Woods

j) Project Co-Op

k) Project Liberty

l) Project Long Haul

m) Project Bon Jovi

n) Project Crystal

**55.** 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) Employee/personnel related matters

d) 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.

- e) Civil Action; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
- f) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- g) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- i) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- j) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- k) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- l) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- m) Claim of Regina Wright.
- n) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- o) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- p) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
- q) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
- r) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
- s) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
- t) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
- u) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
- v) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
- w) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
- x) Claim of the Estate of Okey Floyd Jones, Sr.
- y) Claim, of Ramsey Mitchell.
- z) Cause No. 20-1151-C395; Sarah Ackman v. Williamson County; In the 395th District Court of Williamson County Texas.
- aa) Discuss, consider and take appropriate action on an amendment to the Release and Indemnity Agreement executed by Terry Ballard on December 10, 2018.

- 56.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 57.** Discuss and take appropriate action concerning economic development.
- 58.** Discuss and take appropriate action concerning real estate.
- 59.** Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other 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) Employee/personnel related matters
  - d) 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.
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  - g) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
  - h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
  - i) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - j) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
  - k) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
  - l) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
  - m) Claim of Regina Wright.
  - n) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
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States District Court for the Western District of Texas, Austin Division.

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q) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.

r) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.

s) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.

t) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.

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z) Cause No. 20-1151-C395; Sarah Ackman v. Williamson County; In the 395th District Court of Williamson County Texas.

aa) Discuss, consider and take appropriate action on an amendment to the Release and Indemnity Agreement executed by Terry Ballard on December 10, 2018.

**60.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

**61.** Comments from Commissioners.

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Bill Gravell, Jr., 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 18th day of December 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



**Commissioners Court - Regular Session****4.****Meeting Date:** 12/22/2020

Compensation Items

**Submitted By:** Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

**Background**

See attached documentation for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Position Changes

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 12/17/2020

**Reviewed By**

Rebecca Clemons

Andrea Schiele

**Date**

12/17/2020 08:35 AM

12/17/2020 08:40 AM

Started On: 12/17/2020 07:51 AM

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0475-County Attorney	0961	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Title and Grade Change only:Reclass from Switchboard Operator (B.14) to Senior Administrative Specialist (B.18) to reflect increased volume and complexity of duties.	12/25/2020
560 - Sheriff's Office	1350	N/A	N/A	N/A	\$57,715.74	\$56,584.23	\$1,131.51		Reallocation of position funds from PCN 1350 to PCN 1269	12/25/2020
560 - Sheriff's Office	1269	14854	\$56,584.23	\$57,715.74	\$56,584.23	\$57,715.74		\$1,131.51	Reallocation of position funds from PCN 1350 to accommodate step increase to L1.5	12/25/2020

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****5.****Meeting Date:** 12/22/2020

Commissioner Cook's CEU hours for 2020

**Submitted For:** Terry Cook**Submitted By:** Garry Brown,  
Commissioner  
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

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**Information****Agenda Item**

Consider noting in the minutes the acceptance of County Commissioner Continuing Education Certificate of Completion for Terry Cook and noting successful completion of continuing education hours for 2020 as required in Section 81.0025 of the Local Government Code.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Certificate

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 12/11/2020

**Reviewed By**

Andrea Schiele

**Date**

12/11/2020 07:47 AM

Started On: 12/10/2020 03:59 PM

# Certificate of Completion

The V.G. Young Institute of County Government  
Awards This Certificate To

**Terry Cook**

For Successfully Completing 16.00 Hours of Educational Training

**2020 School for County Commissioners Courts**

**College Station, TX**

*Peter J. McGuill*

Peter J. McGuill, Ph.D., Director  
V.G. Young Institute of County Government

*Chuck Statler*

Chuck Statler, President  
County Judges & Commissioners Association of Texas

*Jeff Hyde*

Jeff Hyde, Ph.D., Director  
Texas A&M AgriLife Extension Service



PLEASE SUBMIT THIS COPY TO A TAC REPRESENTATIVE.

TEXAS ASSOCIATION of COUNTIES

Certification for Continuing Education

2020 Legislative Conference

Aug. 26-28, 2020 | Virtual

Sponsor:

Texas Association of Counties

Educational Co-Sponsor:

V.G. Young Institute of County Government, Texas A&M  
AgriLife Extension Service

SESSION TITLE	DATE	TIME	HOURS OFFERED	CREDIT HOURS CLAIMED
Exclusive Meeting: Core Legislative Group	Wed., Aug. 26	1-2 p.m.	1 hour	
Opening General Session	Wed., Aug. 26	2-4 p.m.	2 hours	2
Legislative Discussion Session- 4:10-5:15 p.m. A MAXIMUM OF 1 HOUR IS ALLOWED.				
COVID-19 and the Texas Healthcare System	Wed., Aug. 26	4:10-5:15 p.m.	1 hour	1
COVID-19 Grant Resources Roundtable	Wed., Aug. 26	4:10-5:15 p.m.	1 hour	
Legislative Discussion Session - 8:30-9:35 a.m. A MAXIMUM OF 1 HOUR IS ALLOWED.				
TAC's Federal Outreach Initiative	Thurs., Aug. 27	8:30-9:35 a.m.	1 hour	1
Behavioral Health during a Crisis: Taking Care of Yourself and Your Community	Thurs., Aug. 27	8:30-9:35 a.m.	1 hour	
Legislative Discussion Session - 9:55-11 a.m. A MAXIMUM OF 1 HOUR IS ALLOWED.				
Senate Bill 2	Thurs., Aug. 27	9:55-11 a.m.	1 hour	1
Law Enforcement Response to COVID-19	Thurs., Aug. 27	9:55-11 a.m.	1 hour	
Legislative Discussions Session - 11:20 a.m.-12:25 p.m. A MAXIMUM OF 1 HOUR IS ALLOWED.				
Gearing Up For The November 2020 Election	Thurs., Aug. 27	11:20 a.m.-12:25 p.m.	1 hour	
The 2020 Census and Redistricting in a COVID-19 World	Thurs., Aug. 27	11:20 a.m.-12:25 p.m.	1 hour	1
County Association Meetings	Thurs., Aug. 27	1:30-3:30 p.m.	2 hours	2
Legislative Discussion Session - 8:30-9:35 a.m. A MAXIMUM OF 1 HOUR IS ALLOWED.				
Emergency Management: What Should I Know Today?	Fri., Aug. 28	8:30-9:35 a.m.	1 hour	
Court Systems Moving Into the Future	Fri., Aug. 28	8:30-9:35 a.m.	1 hour	1
Closing General Session	Fri., Aug. 28	9:45-11:15 a.m.	1.50 hours	1.5
TOTAL POSSIBLE CONTINUING EDUCATION HOURS				11.50
TOTAL HOURS CLAIMED				10.5

Please check and fill out the office and continuing education hours that apply to you:

- ☐ County Commissioner (max of 11.5 hours): 10.5 ☐ County Treasurer & Staff (max of 11.50 hours): \_\_\_\_\_  
☐ CPA/Auditors (max of 11.50 hours): \_\_\_\_\_ ☐ Tax Assessor-Collectors (max of 11.50 hours): \_\_\_\_\_  
☐ Purchasing Agents (max of 11.50 hours): \_\_\_\_\_ ☐ PHRs and SPHRs (max of 11.50 hours): \_\_\_\_\_  
☐ Justices of the Peace (max of 11.50 hours): \_\_\_\_\_

I only see 10.5 hrs possible

I, Terry Cook, do hereby certify that I attended the above listed programs and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Terry Cook

County: Williamson Title: Commissioner

Date: 10-13-2020 Signature: Terry Cook

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
County Commissioner Continuing Education Transcript  
Reporting Period: 1/1/2019 - 12/31/2019

---

Hon. Terry Cook  
Commissioner  
Williamson County  
1801 E Old Settlers Blvd Ste 110  
Round Rock, TX 78664-1908  
Phone: (512) 244-8610  
Fax: (512) 244-8616

ID:  
244164  
Term:  
1/1/2018 - 12/31/2019

---

Date	Description	Earned Hours
1/1/2019	Excess hours carried from 2018	8.00
1/11/2019	Urban Counties Education & Policy Conference	11.50
6/5/2019	2019 Conference of the County Investment Academy	15.00
9/6/2019	2019 Legislative Conference	9.50
11/6/2019	District 8 County Judges & Commissioners Court Conference	6.75
<b>Total Hours Earned: 50.75</b>		

**You have met your 2019 Commissioner Statutory Continuing Education requirement.**

**You will carry forward 8.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

**Commissioners Court - Regular Session****6.****Meeting Date:** 12/22/2020

Recognize completion of required continuing education hours for the Tax Assessor Collector

**Submitted For:** Larry Gaddes**Submitted By:** Judy Kocian, County Tax  
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

**Background**

Pursuant to Section 6.231(d) which requires the Tax Assessor/Collector to file annually a continuing education certificate of completion with the Commissioners' Court of the county in which the county Assessor/Collector holds office.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CEU transcript

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**Form Review****Inbox**

County Judge Exec Asst.

Tax Assessor (Originator)

Form Started By: Judy Kocian

Final Approval Date: 12/11/2020

**Reviewed By**

Andrea Schiele

Judy Kocian

**Date**

12/11/2020 10:21 AM

12/11/2020 11:19 AM

Started On: 12/11/2020 09:42 AM



# TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/2/2020 - 1/1/2021

Hon. Larry Gaddes  
Tax Assessor-Collector  
Williamson County  
904 S Main St  
Georgetown, TX 78626-5829

ID: 231060  
Phone: (512) 943-1954  
Fax: (512) 943-3263  
Enrolled Date: 01/02/2017

Date	Description	Earned Hours
01/02/2020	Excess hours carried from 2020	10.00
01/13/2020	TAC Cybersecurity Responsible for Social Media	0.25
02/26/2020	Safe Computing	0.25
03/10/2020	New Resident Tax, Even Trade Transfer Tax, Gift Tax and Military Personnel	1.00
06/05/2020	Truth-in-Taxation (TNT) Webinar	2.00
08/28/2020	TAC Legislative Conference	6.00
11/12/2020	2020 VG Young School for Tax Assessor-Collectors	11.00
<b>Total Hours for Year:</b>		<b>30.50</b>

**You have met your education requirements for the period 01/02/2020 - 01/01/2021.**

You may carry forward to the next reporting period 10.00 hours.

#### Texas Property Tax Code § 6.231

(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.

(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.



**Commissioners Court - Regular Session****7.****Meeting Date:** 12/22/2020

Reappoint Thomas Nanninga and Jordan Baltazor to ESD 2

**Submitted For:** Terry Cook**Submitted By:** Garry Brown,  
Commissioner  
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on reappointing Thomas Nanninga and Jordan Baltazor to the ESD #2 board of commissioners with the term to commence January 1, 2021 and continue until December 31, 2022.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Baltazor resume

Nanninga bio

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 12/16/2020

**Reviewed By**

Andrea Schiele

**Date**

12/16/2020 03:02 PM

Started On: 12/16/2020 02:13 PM

# Jordan Baltazor

## Experience

**Kasasa – Austin, TX**

**Apr 2011 – Current**

- **VP, Product Strategy**

**Jan 2019 – Current**

- o Developed subject matter expertise, pricing strategy, marketing strategy, and launch execution on new-to-market loan product.
- o Achieved cross-functional alignment to support updated strategy on relaunching a previously failed product achieving 1000%+ increase in originated loans and balances in under 4 months.
- o Created playbook for new and existing sales teams resulting in new sales lead generation while creating raving fans and referenceable client experiences.

- **VP, Executive Client Success Manager**

**Jan 2013 – Current**

- o Advise with 'C' level teams at banking institutions across the country with actionable consumer deposit acquisition and retention strategies to support financial institution growth goals & profitability objectives.
- o Plan, create, and execute strategies engineered with marketing data, analytics, and market testing to drive new account holders, products per household, deposits, and profitability for institutions across the United States ranging from \$100M to \$15B in assets.
- o Create new implementation and post launch support/consulting strategies for new asset product with Tiger Team of individuals from across the organization.

- **VP, Senior Regional Director**

**Jan 2017 – Nov 2017**

- o Successfully served as a temporary sales rep in the Southeastern United States while Sales team was reorganized from the ground up.
- o Exceeded previous record pace for new sales as a rookie while developing strong referral and reference network for future sales team.

- **Technical Account Manager**

**Apr 2011 – Dec 2012**

- o Facilitated user acceptance testing by three hundred internal and external beta test users for new nationally available financial services product.
- o Assisted in developing personal financial management tool available to hundreds of community financial institutions' customers by providing defect guidance and new feature enhancements

**Premier Bank - Olathe, KS**

**Nov 2010 – Apr 2011**

- **Cash Management Officer**

**Farmers Bank of Kansas City – Overland Park, KS**

**Jun 2010 – Nov 2010**

- **Retail Operations / Customer Service**

**Sunflower Bank, N.A. – Salina, KS**

**Sep 2003 – Jun 2010**

- **Online Application Specialist**

**Jan 2010 – Jun 2010**

- o Managed development projects including retail & business Internet banking, mobile banking, online account opening, and other cash services processing over \$750 million annually.
- o Cultivated lasting vendor relationships, focused on collaborative value for customers and shareholders alike.
- o Provided internal and external customer service for bank and non-bank offered products and services.

- **Retail Support Manager**

**Jul 2007 – Jan 2010**

- o Directed third-party vendor relationships including Internet Banking, Armored Car Services, Merchant Card Processing, and Check Provider. In total, all contracts under management exceed \$2 million per year. Total transaction value of relationships exceeds \$1 billion annually.
- o Designed products and services while serving on Product Development Committee. Co-Chair Internet Banking task force charged with revolutionizing customer's online experience.
- o Managed internal support department that provided direct support to 500 internal employees and external treasury management customers.

- **Branch Support Specialist - Trainer**

**Jan 2007-July 2007**

- **Teller Supervisor**

**Apr 2005-Jan 2007**

- **Customer Service Representative/Security Coordinator**

**Jun 2004-Apr 2005**

- **Teller**

**Sep 2003-Jun 2004**

**Education**

Kansas Wesleyan University, Salina, KS - M.B.A., Business Management

Friends University, Wichita, KS - B.S., Organizational Management & Leadership

Dodge City Community College, Dodge City, KS - Associate of Art

Thomas Nanninga is currently President of Williamson County Emergency Service District. Thom was sworn in on January 7, 2011, since that time he has served at all positions except Treasurer. In an earlier career Mr. Nanninga retired from 21 years service as a Captain with Houston Fire Department.

As president, WilCo ESD #2 has created Long and Short Term goals for vehicles, as well as facilities maintenance. During this time the district has also established an investment plan to strategically manage their tax income, which is realized annually. WilCo ESD#2 is small unincorporated area of approximately 12 square miles from south of RR620 to FM 1431, surrounded by Cities of Round Rock, Austin and Cedar Park. The district will soon open Station #3, near Great Oaks and Sam Bass Rd. while revealing Engine#3.

In addition to his position locally, Mr Nanninga has been a board member of State Association of Fire and Emergency Districts, (SAFE-D), since 2013. He is currently holding position of Membership Chair and Legislation team member.

**Commissioners Court - Regular Session****8.****Meeting Date:** 12/22/2020

ESD 11 Board

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on reappointment of George Hill to the ESD #11 Board of Directors for a term beginning January 1, 2021, and ending on December 31, 2022.

**Background**

This is a reappointment to the ESD #11 Board of Directors, where Mr. Hill serves as the Secretary for the Board.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 08:31 AM

Started On: 12/17/2020 07:13 AM

**Commissioners Court - Regular Session****9.****Meeting Date:** 12/22/2020

ESD 11 Board Appointment

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on reappointment of Jason Willis to the Emergency Services District (ESD) #11 for a term beginning January 1, 2021, and ending on December 31, 2022.

**Background**

This is a reappointment to the ESD #11 Board of Directors, where Jason serves as the President of the Board of Directors.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 08:31 AM

Started On: 12/17/2020 07:18 AM

**Commissioners Court - Regular Session****10.****Meeting Date:** 12/22/2020

ESD 11 Board of Directors

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on reappointment of Brian Brunson to the Emergency Services District (ESD) #11 for a term beginning January 1, 2021, and ending on December 31, 2022.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 08:32 AM

Started On: 12/17/2020 07:23 AM

**Commissioners Court - Regular Session****11.****Meeting Date:** 12/22/2020

ESD 12 Board Appointment

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on reappointment of Feliza Conway to the Emergency Services District (ESD) #12 for a two-year term beginning January 1, 2021, and ending on December 31, 2022.

**Background**

This is a reappointment to the ESD #12 Board of Directors, where Ms. Conway has served one full term as a Director.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 08:32 AM

Started On: 12/17/2020 07:26 AM



**Commissioners Court - Regular Session****12.****Meeting Date:** 12/22/2020

ESD 12 Board Appointment

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on reappointment of Judy Lawler Pokorny to the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.

**Background**

This is a reappointment to the ESD #12 Board of Directors, where Ms. Pokorny serves as the Treasurer for the Board.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 08:34 AM

Started On: 12/17/2020 07:29 AM

**Commissioners Court - Regular Session****13.****Meeting Date:** 12/22/2020

ESD 12 Board Appointment

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on reappointment of Erin Tanner to the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.

**Background**

This is a reappointment of Ms. Tanner to the ESD #12 Board of Directors, where she serves as the Assistant Treasurer for the Board.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 08:34 AM

Started On: 12/17/2020 07:32 AM

**Commissioners Court - Regular Session****14.****Meeting Date:** 12/22/2020

TLC Office System River Ranch Printer Lease

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a copier lease with Sharp/TLC Office Systems for the Williamson County River Ranch, in the amount \$147.31 per month, pursuant to DIR Contract #DIR-CPO-4433.

**Background**

Approval of this lease will support the operations of the Williamson County River Ranch. New lease term is for 36 months, lease effective 12/22/2020. The copier is priced at \$147.31 per month, includes 3,500 black and white copies in the amount of \$.0084 and 500 color copies in the amount of \$.05. The current contract expires at the end of November. Point of contact will be Alejandra Urista. The expenditure will be charged to 01.0100.3107.004621.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 10:46 AM

12/17/2020 11:08 AM

Started On: 12/15/2020 10:24 AM

Deliver to- Williamson County River Ranch  
194 Reveille Way Liberty Hill, TX 78642

December 15th, 2020

## TLC Customized Solution

### DIR-CPO-4433

#### Recommended Equipment

Qty	Model
1	<b>Sharp 3051 30 PPM Color Printer/Copier/Color Scanner</b>
	<ul style="list-style-type: none"><li>• 10.1-inch touchscreen</li><li>• 100-sheet reversing document feeder</li><li>• PCL &amp; Postscript</li><li>• Color Consistency feature</li><li>• End-of-lease Security</li><li>• Scans 80 ipm</li></ul>

#### New Solution Pricing

Monthly Total- Includes 3,500 B/W & 500 Color	
<b>36 MONTH Lease + Maintenance TOTAL</b>	<b>\$147.31</b>
B&W RATE	.0084
PROFESSIONAL COLOR	.05
*Overages are the same rate	
*does not include paper	



- **Service & Supply Agreement includes all Parts, Labor, Travel and Supplies (excluding paper & staples)**
- **4-Hour Response Time Guarantee**
- **Loaner/Replacement Program**
- **Automated Reporting of Meters, Toner Orders and Error Codes**

\* Delivery, Installation and Training are Included

**Shay Mata** | Cell: 512-731-0561  
[smata@tlcofficesystems.com](mailto:smata@tlcofficesystems.com)  
Sr. Account Executive



**Commissioners Court - Regular Session****15.****Meeting Date:** 12/22/2020

Sharp Copier for Human Resources

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on correcting the effective date of the lease with Sharp Electronics Corp. for one (1) Sharp MX-6071 digital copier for the Williamson County Human Resources Department, in the amount of \$239.21 per month, pursuant to DIR Contract #DIR-CPO-4433 previously approved on November 17, 2020 under agenda item #14 and effective date corrected on November 24, 2020, under agenda item #12. The new effective date will be February 02, 2021.

**Background**

Approval of this lease will support the operations of the Williamson County Human Resources office. New lease term is 60 months effective 2/1/2021. Includes 1 machine at \$239.21 per month; overages on 5,000 black copies will be billed at \$0.008 each and 1,000 color copies will be billed \$0.050 each. Lease includes delivery, installation, training, parts, labor, toner and staples. The expenditure will be charged 50/50 between 01.0885.0886.004621 and 01.0100.0402.004621. Department contact is Malea Schmitt.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 11:42 AM

12/17/2020 11:47 AM

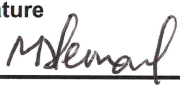
Started On: 12/15/2020 01:42 PM

# SHARP ELECTRONICS CORPORATION

## STATE OF TEXAS DIR-CPO-4433 QUOTE

<b>Vendor Name:</b>	SHARP Electronics Corp.; C/O SHARP Business Systems	<b>Date:</b>	12/08/20
<b>Address:</b>	100 Paragon Drive Box Q	<b>Quote No:</b> WCTAC	
<b>City, State Zip</b>	Montvale, NJ 07645		

<b>Customer Name/Invoice Address:</b>	<b>Delivery Address:</b>
Williamson County Human Resources	Williamson County Human Resources
100 Wilco Way HR101	100 Wilco Way HR101
Georgetown, TX 78626	Georgetown, TX 78626

<b>Contact Name</b>	Malea Schmitt	<b>Phone:</b>	
		<b>E-Mail:</b>	<a href="mailto:Malea.Schmitt@wilco.org">Malea.Schmitt@wilco.org</a>
<b>SHARP Business Systems, M.D. Leonard</b>		<b>Quoting SBS Office:</b>	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
<b>Dealer Authorized Signature</b>  12/08/20		<b>Installing Sharp Dealer:</b>	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	QTY	Price/ Mo.	Total/ Mo.
1	<p>Sharp MX-6071, 60ppm Networked Color Digital Copier w/ 150 Sheet Single pass Doc. Feed. and one 550 sheet paper drawer</p> <p>MX-DE26N, Stand w/ two 550 Sheet paper Drawers (3 total)</p> <p>MX-FN27N, Inner Finisher</p>	1	\$239.21	\$239.21
	Includes Full Service:			
	5,000 BLK Copies/Prints per month; Overages @ \$0.008 ea.			
	1,000 CLR Copies/Prints per month; Overages @ \$0.050 ea.			
	Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples.			
State of Texas DIR 60 Month Lease			Monthly Total	\$239.21

# SAMPLE PO

P.O. NUMBER:

DATE:

VENDOR:

SHARP ELECTRONICS CORPORATION  
C/O SHARP BUSINESS SYSTEMS  
100 PARAGON DRIVE BOX Q  
MONTVALE, NJ 07495

SHIP TO:

WILLIAMSON COUNTY HUMAN RESOURCES  
100 WILCO WAY  
GEORGETOWN, TX 78626

REQUESTED BY: SCHMIDT, MALEA  
512.943.1525

BILL TO:

WILLIAMSON COUNTY HUMAN RESOURCES  
100 WILCO WAY  
GEORGETOWN, TX 78626

<u>Description</u>	<u>Price</u>	<u>Per</u>	<u>Amount</u>
SHARP MX-6071, MX-DE26N, MX-FN27N \$239.21 PER MO. FROM 03/01/21 THRU 09/30/21 SERVICE FOR 6,000 BLK COPIES/MO. AND 1,000 CLR COPIES/MO. BLK OVERAGES @ \$0.0080 EA. CLR OVERAGES @ \$0.0500 EA.	1.00	239.21	1,674.47

NOTES TO SUPPLIER:

60 MONTH DIR-CPO-4433 LEASE

Total 1,674.47

AUTHORIZED BY:

**Commissioners Court - Regular Session****16.****Meeting Date:** 12/22/2020

Lone Star Circle of Care Cares Agreement

**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving an Agreement between Williamson County and Lone Star Circle of Care in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic thru December 30, 2020 and the remainder of the contract to be funded thru the Tobacco Fund.

**Background**

The Court approved funding for Lone Star Circle of Care on December 8, 2020. \$424,145 will be funded through CARES Funds. Up to \$512,514 will be funded through Tobacco Funds over the next 3 years.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Lone Star Circle of Care CARES Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

County Auditor (Originator)

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

Julie Kiley

Andrea Schiele

**Date**

12/17/2020 11:43 AM

12/17/2020 11:46 AM

12/17/2020 11:48 AM

Started On: 12/17/2020 11:18 AM



**WILLIAMSON COUNTY  
SOCIAL SERVICE  
FUNDING AGREEMENT  
WITH  
LONE STAR CIRCLE OF CARE**

This Social Service Funding Agreement (“the Agreement”), is made by and between **Williamson County, Texas** (the “County”) located at 710 Main Street, Georgetown, Texas 78626, and the **Lone Star Circle of Care** (the “Agency”), a non-profit corporation, located at 205 E. University Ave, Georgetown, TX 78626.

**RECITALS**

**WHEREAS**, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

**WHEREAS**, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

**WHEREAS**, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

**WHEREAS**, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of health care services for families affected by COVID-19; and

**WHEREAS**, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”);

**WHEREAS**, the County also has available public service funds from the Tobacco Settlement Pool of Williamson County;

**WHEREAS**, the County seeks to implement the first phase of funding under CARES Act by December 30, 2020 and also a second phase of funding derived from the Tobacco Settlement Pool (“Tobacco Funds”) after December 30, 2020 in order to maximize benefits for local residents; and

**WHEREAS**, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds as well as Tobacco Funds.

**NOW, THEREFORE, WITNESSETH:**

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Agreement (“Effective Date”) is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.
3. **Term.** The initial term of this Agreement is from the Effective Date to December 30, 2020 in order to provide CARES Act funding. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering Tobacco Funds for up to three additional one-year terms as follows: 1) on December 31, 2020 until December 30, 2021; 2) on December 31, 2021 until December 30, 2022; and 3) on December 31, 2022 until December 30, 2023. After 2023, the contract must be revisited by County’s governing body.

**I.**

**GENERAL OVERVIEW**

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency’s efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for area residents.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit “A”, attached hereto and incorporated herein (“Allowable Expenditures”).
- 1.3 Distribution of Funds. The County will pay the total sum of Four-Hundred-Twenty-Four Thousand, One-Hundred-Forty-Five Dollars and no/100 cents (\$424,145.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$424,145.00 of COVID-related expenditures as outlined in Exhibit “A” will be incurred by December 30, 2020. The Agency agrees to accept the not to exceed amount of \$424,145.00 that will be disbursed from CARES Act Funds. Requests for reimbursements from the County must meet program requirements that include: 1. Patient is a legal resident and resides in Williamson County; 2. Patient being uninsured, with no other payment source available for required healthcare; 3. Individual is a patient of the Agency; and 4. Patient is at or below 250% of Federal Poverty Level. Requests for reimbursement must comply with this agreement and will be submitted to the Williamson County Auditor’s Office.

Additionally, the County will reimburse the Agency for Cancer Treatment of patients identified through screening as having breast cancer over three (3) program years for a total not to exceed amount of Five-Hundred-Twelve Thousand, Five-Hundred-Fourteen Dollars and no/100 cents (\$512,514.00) to be paid from the County's Tobacco Settlement Pool Funds (Tobacco Funds). Reimbursement for breast cancer treatment will comply with the program requirements outlined above, provided, however, that the individuals may be patients of the Agency or individuals who are not patients of the Agency but who have been screened for program services eligibility by the Agency. Individuals accepted into this program will receive treatment that follows the National Comprehensive Cancer Care Network Guidelines (NCCN) from medical facilities and providers that are in the Central Texas area.

## II.

### AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.
- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

### III.

#### COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$424,145.00 from CARES Act and \$512,514.00 from the Tobacco Fund.

### IV.

#### GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.
- 4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 4.6. Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 4.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

- 4.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 4.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 4.10 Notices. Notices required by this Agreement are as follows:

County;

County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78628

and

County Auditor  
710 Main Street, Suite 301  
Georgetown, Texas 78628

Agency:

Lone Star Circle of Care  
205 E. University Ave, Suite 300  
Georgetown, TX 78626  
Attention: Chief Executive Officer

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
**William Gravell, Jr.**

ATTEST:

\_\_\_\_\_  
**Nancy Rister** , County Clerk

Date:

\_\_\_\_\_

LONE STAR CIRCLE OF CARE

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

Its: CEO\_\_\_\_\_

Date:

12/17/2020\_\_\_\_\_

# EXHIBIT A

CARES ACT FUNDING POOL				
Item Description	Vendor	Cost Per Visit	Requested # of Wilco Visits	Total Cost
Mobile Mammography 3-D imaging system for Big Pink Bus (3DP-Sys-3000 model)	Hologic			\$ 266,300
Engage specialist to repurpose existing mammography coach to accommodate the new Hologic 3-D system and acquire other necessary equipment- requesting support for the following equipment: communications system for 3D system integration/EMR and UPS Power 1600XP 18k VA for Hologic 3-D System.	Mobile Specialty Vehicles			\$ 22,845
Primary Care Visits: Family Medicine - Uninsured Visits provided during pandemic	Lone Star Circle of Care	\$ 160	500	\$ 80,000
Behavioral/Mental Health Visits - uninsured visits provided during the pandemic	Lone Star Circle of Care	\$ 110	500	\$ 55,000
<b>TOTAL CARES Fund from Wilco</b>				<b>\$ 424,145</b>

TOBACCO SETTLEMENT POOL				
Item Description	Vendor	Avg Treatment Cost	Total 2021-2023 Patient Count	Not to Exceed Total Cost
Cancer Treatment Package Costs - Early ans Late Stage Diagnoses	Various Central Texas Care Providers	\$ 51,769	9	\$ 465,922
Administrative/Operating Costs (10% of Direct)	LSCC			\$ 46,592
<b>TOTAL Tobacco Settlement Pool Budget</b>				<b>\$ 512,514</b>

## Notes:

- (1) - LSCC will pay external vendors/providers for equipment and services
- (2) - Patient eligibility: Legal Williamson County residents at or below 250% of the Federal Poverty Level.

**Commissioners Court - Regular Session****17.****Meeting Date:** 12/22/2020

First Baptist Church Georgetown CARES Agreement

**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving an Agreement between Williamson County and First Baptist Church Georgetown in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic.

**Background**

First Baptist Church Georgetown provided a virtual learning HUB for the local school district during COVID 19. The total request is \$29,406.42.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

First Baptist Church Georgetown CARES Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 11:44 AM

Started On: 12/17/2020 11:24 AM



**WILLIAMSON COUNTY  
SOCIAL SERVICE  
FUNDING AGREEMENT  
WITH  
FIRST BAPTIST CHURCH GEORGETOWN**

This Social Service Funding Agreement (“the Agreement”), is made by and between **Williamson County, Texas** (the “County”) located at 710 Main Street, Georgetown, Texas 78626, and the **First Baptist Church Georgetown** (the “Agency”), a church located at 1333 W. University Ave., Georgetown, Tx 78628.

**RECITALS**

**WHEREAS**, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

**WHEREAS**, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

**WHEREAS**, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

**WHEREAS**, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically use of the Agency’s campus as a virtual learning HUB for the local school district and promote health and safety for families affected by COVID-19; and

**WHEREAS**, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

**WHEREAS**, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds to meet health and safety obligations of the County for the benefit of local residents.

**NOW, THEREFORE, WITNESSETH:**

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Agreement (“Effective Date”) is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by

the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term.** The term of this Agreement is from the Effective Date to December 30, 2020.

## I.

### GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically use of campus facilities as a virtual learning HUB for the local school district and promote health and safety for families affected by COVID-19, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for area residents.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 Distribution of Funds. The County will pay the total sum of Twenty-Nine Thousand, Four-Hundred-Six Dollars and 42/100 cents (\$29,406.42) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$29,406.42 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 30, 2020.

## II.

### AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are



Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

### III.

#### COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$29,406.42.

### IV.

#### GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.
- 4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

- 4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 4.9. Notices. Notices required by this Agreement are as follows:

County;

County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78628

and

County Auditor  
710 Main Street, Suite 301  
Georgetown, Texas 78628

Agency:

First Baptist Church Georgetown  
1333 W. University Ave.  
Georgetown, TX 78628

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
**William Gravell, Jr.**

ATTEST:

\_\_\_\_\_  
**Nancy Rister** , County Clerk

Date:

\_\_\_\_\_

FIRST BAPTIST GEORGETOWN

By: *Don M Edwards*

Its: *Business Mgr*

Date:

*17 Dec 2020*

## EXHIBIT A

### Williamson County Social Service Funding Agreement With First Baptist Church Georgetown

#### **First Baptist Church Georgetown – Virtual Learning HUB for Georgetown ISD**

As a result of COVID-19, First Baptist Church Georgetown (FBG) opened their doors to families in Georgetown ISD who needed assistance with remote learning for the first three weeks of school from August 20 through September 9. Working families with students in Kindergarten through 5th grade were able to apply for enrollment in this free program that provided supervised learning assistance in a safe learning environment. In addition to schoolwork, the FBG team planned a variety of safe but fun activities throughout each day. Daily lunch was provided, and after-school care was also made available.

#### Summary of Allowable Expenses

<u>Category</u>	<u>Gross</u>
Building Total	\$8,810.00
Food Total	\$13,726.80
Personnel Total	\$4,952.04
Supplies Total	\$1,917.58
Grand Total	\$29,406.42

See attached for detail expenses.



**First Baptist Church Georgetown**  
**Local Missions - GISD HUB Expenses**  
**0-0-25320-10**

<u>Invoice Date</u>	<u>Category</u>	<u>Vendor</u>	<u>Gross</u>	<u>Description</u>
11/11/2020	Building	City of Georgetown Utilities	\$5,625.00	Electricity Allocation
9/8/2020	Building	CL & MA Janitorial Service,	\$2,985.00	Janitorial Services - Virtual HUB Project
11/11/2020	Building	Gulf Coast Paper	\$200.00	Janitorial Supplies
	<b>Building</b>		\$8,810.00	
9/11/2020	Food	Chick Fil A	\$9,859.56	Virtual Hub food
8/19/2020	Food	Sam's Club	\$809.77	HUB snacks
8/31/2020	Food	MCDONALD'S	\$435.16	Lunch for Virtual Hub
8/28/2020	Food	Walmart	\$384.86	Snacks and waters for Virtual Hub
8/24/2020	Food	MCDONALD'S	\$362.58	Virtual Hub Lunch
9/1/2020	Food	Sugar Mommy's	\$200.00	cupcakes for special treat for kids & families
8/28/2020	Food	Papa John's Pizza	\$198.25	Lunch for Virtual Hub
8/24/2020	Food	MCDONALD'S	\$174.39	Virtual Hub lunch
8/25/2020	Food	Barnaby, Melissa	\$170.88	Reimbursement - Hospitality Rm - HUB
9/5/2020	Food	Papa John's Pizza	\$170.62	9/4 HUB lunch + \$5 tip
8/26/2020	Food	Taco Bell	\$160.59	Virtual Hub Lunch
9/3/2020	Food	Sawyer, Michael G.	\$153.60	Reimbursement - Taco Bell - lunch
8/22/2020	Food	Papa John's Pizza	\$146.25	hub training
9/10/2020	Food	Papa John's Pizza	\$144.64	Lunch for Virtual Hub
8/23/2020	Food	Walmart	\$107.04	Groceries for Virtual Hub
8/20/2020	Food	Levy, Amanda	\$101.90	Reimbursement - Hospitality Rm - HUB
8/26/2020	Food	Walmart	\$85.49	Groceries for Virtual Hub
9/1/2020	Food	Levy, Amanda	\$47.33	Reimbursement - snacks for hospitality room
8/21/2020	Food	Gattis Pizza	\$41.49	virtual HUB pizza for YMCA - lost receipt
8/21/2020	Food	Shell Station	\$17.99	aka Circle K:water for HUB
8/31/2020	Food	Walmart	\$15.00	Tip for Walmart Grocery delivery for Virtual Hub
8/23/2020	Food	Walmart	\$9.00	Driver tip for grocery delivery for Virtual Hub
8/27/2020	Food	Walmart	\$7.00	Driver tip for grocery delivery for Virtual Hub
9/11/2020	Food	Chick Fil A	(\$76.59)	Hub Credit
	<b>Food Total</b>		\$13,726.80	
9/17/2020	Personnel	Munoz, Karrie	\$827.89	Class Leader - 58.26 hrs @ \$14/hr

**First Baptist Church Georgetown**  
**Local Missions - GISD HUB Expenses**  
**0-0-25320-10**

<u>Invoice</u>	<u>Date</u>	<u>Category</u>	<u>Vendor</u>	<u>Gross</u>	<u>Description</u>
	9/3/2020	Personnel	Munoz, Karrie	\$802.06	Class Leader - 56.4 hrs @ \$14/hr
	9/1/2020	Personnel	Stuckey, Haley	\$483.00	Class Leader - 8/20-8/26
	9/3/2020	Personnel	Stuckey, Haley	\$476.00	Class Leader - 34 hrs
	9/11/2020	Personnel	Downs, Shanna	\$373.37	Coordinator - 20.5 hrs Over Normal Hours
	9/11/2020	Personnel	Thornton, Tara	\$347.66	Coordinator - 22.12 hrs Over Normal Hours
	9/1/1993	Personnel	Thornton, Tara	\$321.65	Coordinator - 20.65 hrs Over Normal Hours
	9/17/2020	Personnel	Downs, Shanna	\$295.43	Coordinator - 16.2 hrs Over Normal Hours
	9/10/2020	Personnel	Stuckey, Haley	\$245.00	Class Leader - 9/3-9/8 - 17.5 hrs @ \$14/hr
	9/3/2020	Personnel	Downs, Shanna	\$232.58	Coordinator - 13.36 hrs Over Normal Hours
	9/17/2020	Personnel	Thornton, Tara	\$232.40	Coordinator - 16.4 hrs Over Normal Hours
	9/1/2020	Personnel	Rosenbaum, Seth	\$126.00	Class Leader - 8/20-8/26 - 9 hrs @ \$14/hr
	9/10/2020	Personnel	Rosenbaum, Seth	\$126.00	Class Leader - 9/3-9/8 - 9 hr @ \$14/hr
	9/3/2020	Personnel	Rosenbaum, Seth	\$63.00	Class Leader - 8/27 - 4.5 hrs @ \$14/hr
		<b>Personnel</b>		<b>\$4,952.04</b>	
	9/2/2020	Supplies	Amazon	\$679.82	Bibles for the Virtual Hub kids
	8/10/2020	Supplies	Amazon	\$597.61	surge protectors and power strips
	8/26/2020	Supplies	Target	\$400.00	6 gift cards
	8/19/2020	Supplies	Walmart Business/SYNCB	\$250.37	supplies for kids at Virtual HUB
	9/8/2020	Supplies	Levy, Amanda	\$200.00	Reimbursement - 2 gift cards
	9/1/2020	Supplies	Amazon	\$84.95	Bibles for the Virtual Hub kids
	9/8/2020	Supplies	Target	\$66.42	Prizes for Bible Truths
	8/25/2020	Supplies	Walmart Business/SYNCB	\$64.33	HUB supplies
	8/24/2020	Supplies	Powers, Carol	\$57.97	reimbursement - craft supplies
	8/24/2020	Supplies	Amazon	\$50.00	volunteer gift card
	9/3/2020	Supplies	Amazon	\$33.75	Under Armour Backpack
	9/6/2020	Supplies	Amazon	\$14.99	Toe to Toe w/Teen book
	8/14/2020	Supplies	Lifeway Christian Resources	\$14.98	HUB Curriculum
	8/11/2020	Supplies	Amazon	(\$597.61)	Power strips & surge protectors - points credit
		<b>Supplies</b>		<b>\$1,917.58</b>	
			<b>Grand Total</b>	<b>\$29,406.42</b>	



First Baptist Church Georgetown  
Local Missions - GISD HUB Expenses  
0-0-25320-10

<u>Invoice</u>	<u>Category</u>	<u>Vendor</u>	<u>Gross</u>	<u>Description</u>
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<u>Date</u>				
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**Commissioners Court - Regular Session****18.****Meeting Date:** 12/22/2020

Animal Shelter Electrical Proposal

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the proposal between Williamson County and Doyle Electric, LLC for electrical services at the Williamson County Animal Shelter, in the estimated amount of \$4,707 and authorizing execution of the proposal.

**Background**

Approval of this item will support the operations of the Williamson County Animal Shelter. Proposal attached outlines the electrical work and components to be added to the animal shelter facility in preparation for an X-Ray machine. X-Ray machine was previously approved on 12/12/2020 agenda in award of RFP 1705 Animal Shelter Vet Equipment. This proposal falls under the Master Agreement #T710 the county has with Doyle Electric. Master Agreement was approved on 7/21/2020 (attached). This expenditure will be charged to 396P. Department contact is Misty Valenta.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Proposal

Master Agreement

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**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

12/17/2020 10:48 AM

County Judge Exec Asst.

Andrea Schiele

12/17/2020 11:09 AM

Form Started By: Erica Smith

Started On: 12/15/2020 02:44 PM

Final Approval Date: 12/17/2020

Doyle Electric, LLC  
917 Sixth St.  
Marble Falls, Tx. 78654  
Phone: 512-743-5534

## Bid Proposal

**Date:** 11/19/20

**Attention:** Tom Stanfield  
WILCO

**SUBJECT:** Add power for X-Ray equipment at Animal Shelter  
Electrical Proposal

Thank you for the opportunity to offer our proposal for the subject project. Our pricing encompasses:

I. Documents

A. Specifications and Drawings – None

II. Scope of Work

A. Our proposal includes:

1. Add 4 duplex receptacles, each on dedicated circuits, in X-Ray room
2. Use existing spare breakers in Panel L2 for the 4 new circuits
3. New raceway to be run through the attic from panel to above room.
4. Surface mounted raceway to be used in X-Ray room
5. All work to be performed during regular hours (Mon-Fri 7:00-3:30)

B. Clarifications:

1. All wiring to be copper.
2. Proposal is based off jobsite walk with Tom Stanfield on 11-18-20

C. Exclusions:

1. X-Ray Room modification
2. Utility company charges/fees
3. Roof penetrations
4. Payment and performance bond
5. Fire Alarm. Tele/data Systems
6. Trash removal (onsite dumpster provided by others)
7. Painting
8. SWPPP
9. All formed Concrete and bollards
10. Light Pole Bases
11. Low Voltage Controls, Cabling, Devices, systems, and mounting
12. Anything not specifically mentioned in inclusions
13. Arc Fault Analysis/Engineering Fees
14. Lightning protection
15. Mechanical Equipment modifications or additions
16. Sales tax. (tax certificate to be provided to Doyle Electric)

III. Pricing Summary

A. Base Bid

**\$4707.00**

**Note: No specs provided**

Please call me if you have any questions or require additional information

Sincerely,

Tommy Doyle  
Doyle Electric, LLC  
TECL #32035  
(512) 845-0607

**PROPOSAL ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**MASTER SERVICES CONTRACT  
FOR  
ELECTRICAL REPAIR, MAINTENANCE  
& RELATED SERVICES  
RFP #T-710  
(Doyle Electric LLC)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Doyle Electric LLC** (hereinafter “Service Provider”), with mailing address at 1108 S Lakeside Dr. Burnet, Texas 78611 (phone 512-743-5534). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider 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 County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

## II.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. RFP #T-710 (Electric Repair, Maintenance, and Installation Services);**
- B. Service Provider's Response to RFP #T-710, dated June 24, 2020, including attachments, which is incorporated herein as if copied in full; and**
- C. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## III.

**No Assignment:** Service Provider may not assign this contract.

## IV.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## V.

**Consideration and Compensation:** Service Provider will be compensated based on the rate schedule set forth in Attachment 3.1 of Response to RFP #T-710 which is incorporated herein as if copied in full. **The work performed under this agreement is subject to available funding in the Williamson County Facilities Departmental budget for electrical repair, maintenance or installation work and the issuance of Purchase Order(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 The 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 The 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 The 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.

## VI.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
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 (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- 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	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND



THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in RFP #T-710 and Service Provider's Response, which are incorporated herein as if copied in full.

## IX.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

## X.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## XI.

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

## **XII.**

**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.

## **XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above or pursuant to what is contemplated by RFP #T-710.

## **XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## **XV.**

**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.

## **XVI.**

**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 County, the Williamson County Commissioners Court, or the Williamson County Judge.

**XVII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this 21st day of July, 2020 to be effective as of the date of the last party's execution below.

County:

Judge Bill Gravell Jr.  
Judge Bill Gravell Jr. (Jul 21, 2020 16:29 CDT)

Hon. Bill Gravell  
Williamson County Judge

Date: Jul 21, 2020

Service Provider:

  
Authorized Representative

Date: 7/6/2020









# Agenda Item #40 7-21-2020 (MSA Doyle Electric RFP T710)

Final Audit Report

2020-07-21

Created:	2020-07-21
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKL-xgtBs71CYlh_ZyBfVAQip-AXpbpK2

## "Agenda Item #40 7-21-2020 (MSA Doyle Electric RFP T710)" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)  
2020-07-21 - 6:16:50 PM GMT- IP address: 66.76.4.65
-  Document emailed to aschiele@wilco.org for delegation  
2020-07-21 - 6:17:16 PM GMT
-  Email viewed by aschiele@wilco.org  
2020-07-21 - 6:38:12 PM GMT- IP address: 23.103.200.254
-  Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org  
2020-07-21 - 6:38:23 PM GMT- IP address: 66.76.4.65
-  Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature  
2020-07-21 - 6:38:24 PM GMT
-  Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
2020-07-21 - 9:29:14 PM GMT- IP address: 23.103.200.254
-  Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
Signature Date: 2020-07-21 - 9:29:27 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to aschiele@wilco.org, becky.pruitt@wilco.org, Thomas Skiles (blake.skiles@wilco.org), and Judge Bill Gravell Jr. (bgravell@wilco.org)  
2020-07-21 - 9:29:27 PM GMT



**Commissioners Court - Regular Session****19.****Meeting Date:** 12/22/2020

Pitney Bowes SendSuite

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between Williamson County and Pitney Bowes, Inc. for SendSuite Tracking and equipment in the amount of \$10,377.81 pursuant to BuyBoard contract #576-18, and authorizing execution of the agreement.

**Background**

Approval of this item will support the operations of the Williamson County Tax Office by allowing them to track mail. Agreement attached outlines the software, subscription, and maintenance details. IT has approved this technology request. Initial purchase total is \$8,360.91. In addition to the purchase price there is an annual fee of \$587.35. This annual fee is free for the first year. Monthly software maintenance is \$224.10, billed quarterly at \$672.30. Total amount for FY21 would be \$10,377.81. Purchase for FY21 will be charged to VIT funds. Fees for subsequent years will be budgeted and charged to General Fund: Software Maintenance in the amount of \$2,689.20 to .004505 and Equipment Maintenance Fees in the amount of \$587.35 to .004500. Department contact is Judy Kocian.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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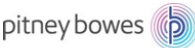
**Attachments**

Agreement

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**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/17/2020 09:44 AM
County Judge Exec Asst.	Andrea Schiele	12/17/2020 09:47 AM
Form Started By: Erica Smith		Started On: 12/15/2020 02:45 PM
Final Approval Date: 12/17/2020		



Purchase Agreement/Equipment and Software Maintenance Agreement

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Agreement Number

Your Business Information

Full Legal Name of Client / DBA Name of Client	Tax ID # (FEIN/TIN)
WILLIAMSON COUNTY OF	746000978

Sold-To: Address

904 S MAIN ST, GEORGETOWN, TX, 78626-5829, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Judy Kocian	(512) 943-1954	0016660337

Bill-To: Address

904 S MAIN ST, GEORGETOWN, TX, 78626-5829, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Judy Kocian	(512) 943-1954	0016660337	jkocian@wilco.org

Ship-To: Address

904 S MAIN ST, GEORGETOWN, TX, 78626-5829, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Judy Kocian	(512) 943-1954	0016660337

PO #

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Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SSO	SendSuite Tracking Online	PURCHASE	\$ 0.00
1	JZ20	SendPro Enterprise Medium-Volume Printer	PURCHASE	\$ 881.37
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendSuite Tracking Online)	SLA	\$ 587.35
2	T6MD	SSTO - Wireless Mobile Scanner T6MD	PURCHASE	\$ 2,301.30
	T6RG	SSTO Onsite HW Inst, Trng<Full Day, 4ppl	PURCHASE	\$ 2,291.94
2	T790031	Single Bay Cradle for T764/5, T6MD/E	PURCHASE	\$ 1,290.00
2	T790032	Ethernet Adapter T764/5, T6MD/E	PURCHASE	\$ 1,030.28
1	T7WE	DS4608 Wedge Scanner	PURCHASE	\$ 442.01
1	T8DD	SSTO Enhanced Receive and Deliver	RENT	\$ 224.10
1	TS31	Low to Mid Vol Cont. Therm Direct Labels	PURCHASE	\$ 124.01



**Commissioners Court - Regular Session****20.****Meeting Date:** 12/22/2020

Ingram Technologies Panasonic Cameras

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss consider and take appropriate action on approving the purchase for in-car camera systems for new EMS vehicles from Ingram Technologies, LLC in the amount of \$59,881.74, per the terms of DIR Contract #DIR-TSO-4025 and authorizing execution of the quote.

**Background**

This is in-car camera systems for the new vehicles that are being purchased and outfitted this fiscal year. The IT Department was able to keep this number to a minimum by removing and reinstalling some existing systems. This is a planned, budgeted item in the Technology Services budget. Point of contact Richard Semple. Funding source 01.0100.0503.005700.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 09:47 AM

12/17/2020 09:48 AM

Started On: 12/15/2020 03:32 PM



# Ingram Technologies LLC

c/o Scott Ingram  
PO Box 203324  
Austin, TX 78720

# Quote

Date	Estimate #
12/1/2020	2931

Name / Address
Williamson County ITS Information Technologies Srv 301 SE Inner Loop-Suite 105 Georgetown, TX 78626

Ship To
Williamson County ITS Information Technologies Srv 301 SE Inner Loop-Suite 105 Georgetown, TX 78626

Rep
SAI

Description	Qty	MSRP	Price	Total
TEXAS DIR-TSO-4025 Quote good until 12/30/2020				
ARB-KIT-HD (6) MSRP \$6250.00	6		4,371.14	26,226.84T
PANASONIC : Arbitrator MK3, HD Camera, 256 GB SSD, Wireless 1 integrated option				
ARB-KIT-HDVC35 (7) MSRP: \$5,652.00	7		3,675.00429	25,725.03T
Panasonic Arbitrators - I-Pro ARBITRATOR MK3 AS1 COMPATIBLE VC-35 CAMERA 256 GB SSD WL				
ARB-SOFICVOPBUN3 (13) MSRP: \$140.00	13		115.00154	1,495.02T
In-Car Video, UEMS1, On Prem Storage Bundle Per Device Year 1, 2 & 3(Includes Device License, Helpdesk)				
ARB-WV-VC31-C (6) 720p HD Rear Camera with Black Body + Cable (IR Emitter)	6		376.96	2,261.76T
TGS-3DP (6) G-Force Sensor for Arbitrator Vehicle, includes cables	6		237.18167	1,423.09T
ARB-BWC3CTB-VDOCKA (6) MSRP: \$590.00	6		458.33333	2,750.00T
NEW COMMON TRIGGER BOX (CTB) AND IN-VEHICLE PAIRING DOCK W/WIRING HARNESS Standard Shipping Included			0.00	0.00
			<b>Sales Tax (0.00)</b>	\$0.00
			<b>Total</b>	\$59,881.74

Signature \_\_\_\_\_

**Commissioners Court - Regular Session****21.****Meeting Date:** 12/22/2020

CC 2 Datagain

**Submitted For:** Randy Barker**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Drug Information Management System (DIMS) software from DataGain, for County Court at Law #2, in the amount of \$1,800.00 and authorizing execution of the associated documents.

**Background**

Approval of this item will support the operations of the County Court at Law 2. The \$1,800.00 fee is for the annual subscription and includes the system set-up, configuration, data migration and end-user training. Department contacts are Minnie Beteille and Jo-Ell Guzman. Funding Source is 439P.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Master Agreement

Order Form

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 10:50 AM

12/17/2020 11:53 AM

Started On: 12/16/2020 02:17 PM

This MASTER SUBSCRIPTION AGREEMENT FOR DIMS, including all exhibits hereto (this “**Agreement**”), is made and entered into on 12/11, 2020 (“Effective Date”) by and between Datagain Inc. (“**Datagain**”) a New Jersey corporation having offices at 1 Creekside Court, Secaucus, New Jersey, USA and Williamson County (“**Client**”), a Governmental Entity having its principal place of business at, 405 Martin Luther King Street, Williamson, Georgetown, 78626

THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

Where necessary, Datagain or Client is individually referred to as a “Party” and collectively as “Parties” in this Agreement.

NOW THEREFORE, the Parties intending to be legally bound agree as follows:

## 1. DEFINITIONS

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Datagain Technology"** means all of the proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by Datagain in providing the Services;

**"Services"** means the products and services offered by Datagain and made available to Client via the customer login link and/or other web pages designated by Datagain.

**"Content"** means the documents, software, products and services contained or made available to Client in the course of using the Services that does not contain any Client information or data;

“Content” exclude Non-Datagain Applications and content.

**"Non-Datagain Applications and Content"** means online and offline software products, services and content that are provided by entities or individuals other than Datagain and are clearly identified as such, and that interoperate with the Services with Datagain’s written consent.

**"Order Form"** means the documents for placing orders hereunder, which are entered into

between Client and Datagain from time to time. Order Form(s) shall be deemed incorporated herein by reference.

**"Purchased Services"** means Services that Client purchases under an Order Form, as distinguished from those provided pursuant to a free trial.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Users"** means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been ordered, and who have been supplied user identifications and passwords by Client (or by Datagain at Client request). Users include Client employees, consultants, contractors and agents, provided however, Datagain's competitors or vendors of complimentary products are not Users and may not access or view the Services without our express written consent.

**"Client Data"** means all electronic data or information submitted by Client to the Purchased Services.

## 2. SERVICES

**2.1. Provision of Services.** Datagain shall make the Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Datagain regarding future functionality or features. This does not include browser or device compatibility related upgrades and fixes.

**2.2. User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

**3.1. License Grant.** Datagain hereby grant's Client a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for Client's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by Datagain.

**3.2. Restrictions.** Client shall not permit third parties, without Datagain's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, Datagain Technology or the Content; or (iii) reverse engineer or access the Services in order to (a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services. A violation of this paragraph 3.2 shall be considered a material breach of the contract.

**3.3. Our Responsibilities.** Datagain shall: (i) provide basic support for the Services to Client including a) phone and email technical support, b) user guides and FAQs c) dedicated account manager (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which Datagain shall give Client written notice, or (b) any unavailability of the Services caused by circumstances beyond Datagain's reasonable control, (iii) provide the Services only in accordance with applicable laws and government regulations, and (iv) to comply in all respects with the applicable laws, codes, rules, regulations and decisions of any legislative, administrative or judicial body exercising any power or jurisdiction over any Services described in this Agreement. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

**3.4. Protection of Client Data.** Datagain shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data stored with Datagain's hosting vendor. We shall not (a) modify Client's Data, (b) disclose, provide, rent, or sell Client's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

**3.5. Data Storage.** Datagain will determine the locations of the data centers in which Client Data will be stored and accessible by Client Users.

**3.6. Client Responsibilities.** Client shall (i) be responsible for Users' compliance with

this Agreement, (ii) be responsible for the accuracy, quality and legality of Client's Data and of the means by which Client acquired the Data, (iii) if applicable to Client, maintain processes, controls and procedures to ensure Client Users compliance with statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify Datagain promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on Client's servers, and (vii) provide desktop computers and related software to operate the Services. Client shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Client is responsible for all activities undertaken by Client Users which result in unauthorized access to Client data.

**3.7. Storage Limitations.** There is no limit on the amount of data or documents Client may store in the Services.

#### 4. NON-DATAGAIN APPLICATIONS AND CONTENT

**4.1. Acquisition of Non-Datagain Applications and Content.** Datagain may from time to time make available to Client third-party products or services, including but not limited to Non-Datagain Applications and Content, training and other consulting services. In no event shall Client be obligated to purchase any third-party products or services available from Datagain. Any acquisition by Client of such Non-Datagain Applications or Content, and any exchange of data between Client and any Non-Datagain provider, is solely between Client and the applicable Non-Datagain provider of such applications or content. Datagain does not warrant or support Non-Datagain Applications or Content, whether or not they are designated by Datagain as "certified" or otherwise, except as explicitly specified in an Order Form. Datagain has the authority to utilize and integrate other third party software into Datagain's product. No purchase of Non-Datagain Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.

#### 5. FEES AND PAYMENT FOR SERVICES

**5.1. Fees.** Client shall pay all undisputed fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable.

**5.2. Invoicing and Payment.** Client will provide Datagain with a valid purchase order

or alternative purchase confirmation document which is reasonably acceptable to Datagain. Datagain will issue Invoices in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due Net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information and notifying of any changes.

**5.3. Suspension of Service.** If any amount owed by Client under this or any other agreement for Datagain's services is sixty (60) or more days overdue, Datagain may suspend the Services until such amounts are paid in full. Datagain will give at least fifteen (15) days' prior notice that the account is overdue before suspending services.

**5.4. Payment Disputes.** Datagain shall not exercise the rights under Section 5.3 (Suspension of Service) if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**5.5. Taxes.** Unless otherwise stated on the Order Form, Datagain's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with the purchases hereunder. Datagain is solely responsible for taxes assessable based on Datagain's income, property and employees.

## 6. PROPRIETARY RIGHTS

**6.1. Reservation of Rights in Services.** Datagain alone (and the licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, Datagain Technology and Content. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services, Content, Datagain Technology or the Intellectual Property Rights owned by Datagain (or our licensors, where applicable.) The logo, and the product names associated with the Services are trademarks of Datagain, and no right or license is granted to Client to use them, except in training materials prepared by Client for internal use.

- 6.2. Client Data.** Subject to the limited rights granted by Client hereunder, Datagain acquires no right, title or interest from Client under this Agreement in or to Client Data, including any intellectual property rights therein.

## 7. CONFIDENTIALITY

**7.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information shall include Client Data; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) was disclosed with written permission from the Disclosing Party to Receiving Party.

**7.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

**7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

## 8. WARRANTIES AND DISCLAIMERS

**8.1. Warranties.** Datagain warrants throughout the term of this Agreement that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the described workflows and functionalities (iii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of a warranty above, the exclusive remedy shall be for Datagain to re-perform the Services or terminate the Agreement as provided in Section 11 (Term and Termination).

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.



## 9. INDEMNIFICATION

**9.1 Texas Law Applicable to Indemnification.** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Client's rights.

**9.2 No Waiver of Sovereign Immunity or Powers.** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

**9.3 Texas Prompt Payment Act Compliance.** 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 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 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 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.

**9.4 Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

**9.5 Venue and Governing Law.** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern

**9.6 Right to Audit.** DataGain agrees that 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 DataGain which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. DataGain agrees that Client shall have access during normal working hours to all necessary DataGain facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give DataGain reasonable advance notice of intended audits.

## 10. LIMITATION OF LIABILITY

**10.1.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, DATAGAIN WILL NOT BE LIABLE FOR ANY LOSS RESULTING FROM SERVICE USER'S USE OR INABILITY TO USE DATAGAIN SERVICE EVEN IF DATAGAIN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR OBLIGATIONS UNDER INDEMNIFICATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT EXCEED TWO TIMES (2x) THE AGGREGATE OF ALL AMOUNTS PAID BY Client TO DATAGAIN IN THE SIX (6) MONTHS PRECEDING INITIATION OF SUCH CLAIM OR ACTION.

## 11. TERM AND TERMINATION

**11.1. Term of Agreement.** The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"). After the Initial Term this Agreement shall only renew for successive periods of one year each, upon advance notification of term end date by Datagain and confirmation of renewal by Client, at least thirty (30) days prior to end of the then current term.

**11.2. Termination for Breach.** Either party may terminate this Agreement for breach of any of the terms of this Agreement by the other party, if such breach is not cured or has begun to cure by the other party within sixty (60) days of written notice by such party informing the other party of such breach.

**11.3. Termination for Convenience.** After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term. After termination under this section, the Client will only be liable for its pro rata share of services rendered and goods actually received.

**11.4. Termination for Datagain Service Discontinuation.** Datagain may terminate this Agreement upon written notice to Client in the event that Datagain discontinues the Service, provided that (i) Datagain shall issue the notice within one (1) month from the date of public announcement of such discontinuation of the Service; and (ii) Datagain shall, upon request by Client, continue to provide the Service to Client for a period up to 1 (one) year from the date of such notice.

**11.5. Refund or Payment upon Termination.** Upon any termination for cause by Client, Datagain shall refund any prepaid fees covering the remainder of the term of all subscriptions as of the date of the breach and such refund will be paid after the effective date of termination. In no event shall any termination relieve Client of the obligation to

pay any undisputed fees payable to Datagain for the period prior to the effective date of termination.

**11.6. Return of Client Data.** Upon written request by Client on or before the effective date of the expiration of the subscriptions or any termination of the Services, Datagain will make available for download a file containing Client Data in a MS SQL database formatted file.

**11.7. Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of Your Data), 12 (General Provisions) shall survive any termination or expiration of this Agreement.

## 12. GENERAL PROVISIONS

**12.1. Entire Agreement.** This Agreement, including the attached exhibits, constitutes and contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.

**12.2. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed strictly in accordance with the laws of the State of Delaware (excluding the rules governing conflict of laws). Any dispute arising out of or resulting from this Agreement shall be subject to the exclusive jurisdiction of courts in Delaware to the exclusion of all other courts.

**12.3. Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**12.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.5. Amendment.** No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.

**12.6. Severability.** If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall

remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly approximates to their intent in entering into this Agreement.

**12.7. Assignment.** Neither Party shall assign, lease, rent, delegate or otherwise transfer its licenses and other rights as well as duties under this Agreement except with the prior written consent of the non-assigning Party, which shall not be unreasonably withheld. Any assignment in derogation of this provision will be void.

**12.8. Waiver.** Any waiver of any obligation of the either party arising out of this Agreement shall not take effect unless agreed to in writing by both the parties to this Agreement.


**12.9 Counterparts.** This Agreement may be executed, either physically or electronically, in one or more counterparts, all of which shall be considered original and constituting one and the same agreement.

**12.10. No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed so as to confer any right, benefit or remedy upon any third party to this Agreement.

**12.11. Interpretation.** This Agreement has been independently negotiated between the parties. Accordingly, no provision of this Agreement shall be construed against one party by reason of such party being deemed the “author” of the Agreement. Section headings are not to be considered a part of this Agreement or to be a full and accurate description of the contents hereof. The terms of this Agreement shall be considered as confidential information of both the parties and both parties shall be bound to maintain the confidentiality of the terms of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

Datagain

Sign:   
Name: Vivek Jha  
Title: Director  
Date: 12/11/2020

Client.  
Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## DIMS ORDER FORM

<b>Order Form No.:</b>	12102020113755AM
<b>Customer Name:</b>	Williamson County DWI/Drug Court Program
<b>Project Name:</b>	DIMS Software
<b>Customer Contact:</b>	Jo-Ell Guzman, 512-943-1568, joell.guzman@wilco.org
<b>Datagain Contact:</b>	Vivek Jha, (203) 514-1141, vivek@datagainservices.com
<b>Order Form Date:</b>	12/10/2020
<b>Order Form Expiration Date:</b>	01/09/2021

### ONE TIME COST – Product Setup and Training

Item	Description	Line Amount
<b>DIMS Configuration</b>	System set-up configuration, data migration and end-user training. Invoice to be issued upon signing of this Order Form.	\$ 0
Customization		\$ 0
<b>Total One Time Costs</b>		\$ 0

### YEARLY COST – DIMS Subscription Fees

- Annual Product Subscription License(s).
- Subscription dates (12-month duration),
- Unlimited User Licenses
- Limited for exclusive use by client

Dockets	Licensed (Yes/No)	Line Amount
Co-occurring Court		
DUI Court	Yes	\$1800
Adult Court		
Juvenile Court		
Mental Health Court		
Veteran's Court		
Family Drug Court		
Tribal Court		
Recovery Management		
MAT		
<b>TOTAL</b>		\$1800

**PAYMENT TERMS:**

- Payment terms are NET 30
- Yearly Invoice will be issued.

**GENERAL NOTES:**

- The pricing, discounts and inclusions shown in this Order Form are subject to revocation if a signed Order Form is not received by Datagain before the close of business on the Order Expiration Date set forth above.
- Purchased Services shall automatically renew at the end of the current term.
- Annual Subscription shall include software license, Hosting (Amazon Web Services), Reporting Licenses, Updates, Upgrades, Maintenance and Support as defined in the Master Subscription Agreement.
- Additional work or services requested, such as customizations, localization tasks or interoperability with third-party systems, shall be billed as Time & Materials (based on current-year hourly rate) and will require a separate Work Order.

**By signing below, I represent that I am validly authorized to enter into this Order Form and related Master Subscription Agreement and accept their terms and conditions.**

Datagain

Sign: Name: Vivek JhaTitle: DirectorDate: 12/10/2020

Client

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



709 Mainsail Lane Secaucus, NJ 07094 | (201) 598 1767 | [www.datagainservices.com](http://www.datagainservices.com)

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**Commissioners Court - Regular Session****22.****Meeting Date:** 12/22/2020

DataGain

**Submitted For:** Randy Barker**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Drug Information Management System (DIMS) software from DataGain for Juvenile Services, in the amount of \$1,800.00 and authorizing execution of the associated documents.

**Background**

Approval of this item will support the operations of the Juvenile Justice Center. The \$1,800.00 fee is for the annual subscription and includes the system set-up, configuration, data migration and end-user training. Department contacts are Minnie Beteille and John Pelczar. The Funding Source is 431P.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Master Agreement

Order Form

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 10:51 AM

12/17/2020 11:54 AM

Started On: 12/16/2020 02:34 PM



This MASTER SUBSCRIPTION AGREEMENT FOR DIMS, including all exhibits hereto (this “**Agreement**”), is made and entered into on 12/11, 2020 (“Effective Date”) by and between Datagain Inc. (“**Datagain**”) a New Jersey corporation having offices at 1 Creekside Court, Secaucus, New Jersey, USA and Williamson County (“**Client**”), a Governmental Entity having its principal place of business at, 303 MLK Street, Williamson, Georgetown, Texas, 78626

THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

Where necessary, Datagain or Client is individually referred to as a “Party” and collectively as “Parties” in this Agreement.

NOW THEREFORE, the Parties intending to be legally bound agree as follows:

## 1. DEFINITIONS

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Datagain Technology"** means all of the proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by Datagain in providing the Services;

**"Services"** means the products and services offered by Datagain and made available to Client via the customer login link and/or other web pages designated by Datagain.

**"Content"** means the documents, software, products and services contained or made available to Client in the course of using the Services that does not contain any Client information or data;

“Content” exclude Non-Datagain Applications and content.

**"Non-Datagain Applications and Content"** means online and offline software products, services and content that are provided by entities or individuals other than Datagain and are clearly identified as such, and that interoperate with the Services with Datagain’s written consent.

**"Order Form"** means the documents for placing orders hereunder, which are entered into

between Client and Datagain from time to time. Order Form(s) shall be deemed incorporated herein by reference.

**"Purchased Services"** means Services that Client purchases under an Order Form, as distinguished from those provided pursuant to a free trial.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Users"** means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been ordered, and who have been supplied user identifications and passwords by Client (or by Datagain at Client request). Users include Client employees, consultants, contractors and agents, provided however, Datagain's competitors or vendors of complimentary products are not Users and may not access or view the Services without our express written consent.

**"Client Data"** means all electronic data or information submitted by Client to the Purchased Services.

## 2. SERVICES

**2.1. Provision of Services.** Datagain shall make the Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Datagain regarding future functionality or features. This does not include browser or device compatibility related upgrades and fixes.

**2.2. User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

**3.1. License Grant.** Datagain hereby grant's Client a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for Client's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by Datagain.

**3.2. Restrictions.** Client shall not permit third parties, without Datagain's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, Datagain Technology or the Content; or (iii) reverse engineer or access the Services in order to (a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services. A violation of this paragraph 3.2 shall be considered a material breach of the contract.

**3.3. Our Responsibilities.** Datagain shall: (i) provide basic support for the Services to Client including a) phone and email technical support, b) user guides and FAQs c) dedicated account manager (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which Datagain shall give Client written notice, or (b) any unavailability of the Services caused by circumstances beyond Datagain's reasonable control, (iii) provide the Services only in accordance with applicable laws and government regulations, and (iv) to comply in all respects with the applicable laws, codes, rules, regulations and decisions of any legislative, administrative or judicial body exercising any power or jurisdiction over any Services described in this Agreement. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

**3.4. Protection of Client Data.** Datagain shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data stored with Datagain's hosting vendor. We shall not (a) modify Client's Data, (b) disclose, provide, rent, or sell Client's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

**3.5. Data Storage.** Datagain will determine the locations of the data centers in which Client Data will be stored and accessible by Client Users.

**3.6. Client Responsibilities.** Client shall (i) be responsible for Users' compliance with

this Agreement, (ii) be responsible for the accuracy, quality and legality of Client's Data and of the means by which Client acquired the Data, (iii) if applicable to Client, maintain processes, controls and procedures to ensure Client Users compliance with statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify Datagain promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on Client's servers, and (vii) provide desktop computers and related software to operate the Services. Client shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Client is responsible for all activities undertaken by Client Users which result in unauthorized access to Client data.

**3.7. Storage Limitations.** There is no limit on the amount of data or documents Client may store in the Services.

#### 4. NON-DATAGAIN APPLICATIONS AND CONTENT

**4.1. Acquisition of Non-Datagain Applications and Content.** Datagain may from time to time make available to Client third-party products or services, including but not limited to Non-Datagain Applications and Content, training and other consulting services. In no event shall Client be obligated to purchase any third-party products or services available from Datagain. Any acquisition by Client of such Non-Datagain Applications or Content, and any exchange of data between Client and any Non-Datagain provider, is solely between Client and the applicable Non-Datagain provider of such applications or content. Datagain does not warrant or support Non-Datagain Applications or Content, whether or not they are designated by Datagain as "certified" or otherwise, except as explicitly specified in an Order Form. Datagain has the authority to utilize and integrate other third party software into Datagain's product. No purchase of Non-Datagain Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.

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or alternative purchase confirmation document which is reasonably acceptable to Datagain. Datagain will issue Invoices in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due Net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information and notifying of any changes.

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**7.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information shall include Client Data; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) was disclosed with written permission from the Disclosing Party to Receiving Party.

**7.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

**7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

## 8. WARRANTIES AND DISCLAIMERS

**8.1. Warranties.** Datagain warrants throughout the term of this Agreement that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the described workflows and functionalities (iii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of a warranty above, the exclusive remedy shall be for Datagain to re-perform the Services or terminate the Agreement as provided in Section 11 (Term and Termination).

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.



## 9. INDEMNIFICATION

**9.1 Texas Law Applicable to Indemnification.** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Client's rights.

**9.2 No Waiver of Sovereign Immunity or Powers.** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

**9.3 Texas Prompt Payment Act Compliance.** 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 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 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 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.

**9.4 Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

**9.5 Venue and Governing Law.** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern

**9.6 Right to Audit.** DataGain agrees that 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 DataGain which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. DataGain agrees that Client shall have access during normal working hours to all necessary DataGain facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give DataGain reasonable advance notice of intended audits.

## 10. LIMITATION OF LIABILITY

**10.1.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, DATAGAIN WILL NOT BE LIABLE FOR ANY LOSS RESULTING FROM SERVICE USER'S USE OR INABILITY TO USE DATAGAIN SERVICE EVEN IF DATAGAIN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR OBLIGATIONS UNDER INDEMNIFICATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT EXCEED TWO TIMES (2x) THE AGGREGATE OF ALL AMOUNTS PAID BY Client TO DATAGAIN IN THE SIX (6) MONTHS PRECEDING INITIATION OF SUCH CLAIM OR ACTION.

## 11. TERM AND TERMINATION

**11.1. Term of Agreement.** The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"). After the Initial Term this Agreement shall only renew for successive periods of one year each, upon advance notification of term end date by Datagain and confirmation of renewal by Client, at least thirty (30) days prior to end of the then current term.

**11.2. Termination for Breach.** Either party may terminate this Agreement for breach of any of the terms of this Agreement by the other party, if such breach is not cured or has begun to cure by the other party within sixty (60) days of written notice by such party informing the other party of such breach.

**11.3. Termination for Convenience.** After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term. After termination under this section, the Client will only be liable for its pro rata share of services rendered and goods actually received.

**11.4. Termination for Datagain Service Discontinuation.** Datagain may terminate this Agreement upon written notice to Client in the event that Datagain discontinues the Service, provided that (i) Datagain shall issue the notice within one (1) month from the date of public announcement of such discontinuation of the Service; and (ii) Datagain shall, upon request by Client, continue to provide the Service to Client for a period up to 1 (one) year from the date of such notice.

**11.5. Refund or Payment upon Termination.** Upon any termination for cause by Client, Datagain shall refund any prepaid fees covering the remainder of the term of all subscriptions as of the date of the breach and such refund will be paid after the effective date of termination. In no event shall any termination relieve Client of the obligation to



pay any undisputed fees payable to Datagain for the period prior to the effective date of termination.

**11.6. Return of Client Data.** Upon written request by Client on or before the effective date of the expiration of the subscriptions or any termination of the Services, Datagain will make available for download a file containing Client Data in a MS SQL database formatted file.

**11.7. Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of Your Data), 12 (General Provisions) shall survive any termination or expiration of this Agreement.

## 12. GENERAL PROVISIONS

**12.1. Entire Agreement.** This Agreement, including the attached exhibits, constitutes and contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.

**12.2. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed strictly in accordance with the laws of the State of Delaware (excluding the rules governing conflict of laws). Any dispute arising out of or resulting from this Agreement shall be subject to the exclusive jurisdiction of courts in Delaware to the exclusion of all other courts.

**12.3. Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**12.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.5. Amendment.** No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.

**12.6. Severability.** If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall

remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly approximates to their intent in entering into this Agreement.

**12.7. Assignment.** Neither Party shall assign, lease, rent, delegate or otherwise transfer its licenses and other rights as well as duties under this Agreement except with the prior written consent of the non-assigning Party, which shall not be unreasonably withheld. Any assignment in derogation of this provision will be void.

**12.8. Waiver.** Any waiver of any obligation of the either party arising out of this Agreement shall not take effect unless agreed to in writing by both the parties to this Agreement.


**12.9 Counterparts.** This Agreement may be executed, either physically or electronically, in one or more counterparts, all of which shall be considered original and constituting one and the same agreement.

**12.10. No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed so as to confer any right, benefit or remedy upon any third party to this Agreement.

**12.11. Interpretation.** This Agreement has been independently negotiated between the parties. Accordingly, no provision of this Agreement shall be construed against one party by reason of such party being deemed the “author” of the Agreement. Section headings are not to be considered a part of this Agreement or to be a full and accurate description of the contents hereof. The terms of this Agreement shall be considered as confidential information of both the parties and both parties shall be bound to maintain the confidentiality of the terms of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

Datagain

Sign:   
Name: Vivek Jha  
Title: Director  
Date: 12/11/2020

Client.  
Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## DIMS ORDER FORM

<b>Order Form No.:</b>	12102020111755AM
<b>Customer Name:</b>	Transformative Justice
<b>Project Name:</b>	DIMS Software
<b>Customer Contact:</b>	John Pelczar, 512.943.3204, JPelczar@wilco.org
<b>Datagain Contact:</b>	Vivek Jha, (203) 514-1141, vivek@datagainservices.com
<b>Order Form Date:</b>	12/10/2020
<b>Order Form Expiration Date:</b>	01/09/2021

### ONE TIME COST – Product Setup and Training

Item	Description	Line Amount
<b>DIMS Configuration</b>	System set-up configuration, data migration and end-user training. Invoice to be issued upon signing of this Order Form.	\$ 0
Customization		\$ 0
<b>Total One Time Costs</b>		\$ 0

### YEARLY COST – DIMS Subscription Fees •

Annual Product Subscription License(s).

- Subscription dates (12-month duration),
- Unlimited User Licenses
- Limited for exclusive use by client

Dockets	Licensed (Yes/No)	Line Amount
Co-occurring Court		
DUI Court	Yes	\$1800
Adult Court	Yes	
Juvenile Court		
Mental Health Court	Yes	
Veteran's Court		
Family Drug Court		



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Tribal Court		
Recovery Management		
MAT		
<b>TOTAL</b>		\$1800

**PAYMENT TERMS:**

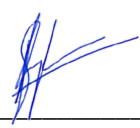
- Payment terms are NET 30 • Yearly Invoice will be issued.

**GENERAL NOTES:**

- The pricing, discounts and inclusions shown in this Order Form are subject to revocation if a signed Order Form is not received by Datagain before the close of business on the Order Expiration Date set forth above.
- Purchased Services shall automatically renew at the end of the current term.
- Annual Subscription shall include software license, Hosting (Amazon Web Services), Reporting Licenses, Updates, Upgrades, Maintenance and Support as defined in the Master Subscription Agreement.
- Additional work or services requested, such as customizations, localization tasks or interoperability with third-party systems, shall be billed as Time & Materials (based on current-year hourly rate) and will require a separate Work Order.

**By signing below, I represent that I am validly authorized to enter into this Order Form and related Master Subscription Agreement and accept their terms and conditions.**

Datagain

Sign: 

Name: Vivek Jha

Title: Director

Date: 12/10/2020

Client

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



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**Commissioners Court - Regular Session****23.****Meeting Date:** 12/22/2020

United Healthcare Services, Inc Amendment 4 Financial Renewal Agreement

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the United Healthcare Services, Inc., Amendment 4, effective January 1, 2021, for the same terms and conditions as the existing contract, with the exception of items stated in the Amendment No. 4, Financial Renewal and Terms.

**Background**

This is Amendment No. 4 for the contract 911463 between United Healthcare Services, Inc. and Williamson County. The Williamson County original bid/contract is 1704-144. The department point of contact is Shelley Loughrey, Director of Benefits. The FY21 budget information is shown below:

01.0885.0885.004054 – Admin Cost, Health Insurance, 2021 Budget - \$1,072,678.00

01.0885.0885.004056 – Admin Cost, Dental, 2021 Budget - \$60,980.00

01.0885.0885.004059 – Admin Cost, Flex Plan, 2021 Budget - \$35,000.00

01.0885.0885.004060 – Admin Cost, Cobra Administration - \$12,000.00

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1704-144 UHC executed contract

United Healthcare Services, Inc. Amendment No. 1, 1.1.2018

United Healthcare Services, Inc. Financial Renewal Amendment 1.1.2019

United Healthcare Services, Inc. Amendment No. 3 - 1.1.2020

United Healthcare Services, Inc. Amendment No. 4 - 1.1.2021

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 10:32 AM

12/17/2020 11:23 AM

Started On: 12/16/2020 09:47 AM

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United" in this Agreement) and Williamson County ("Customer" in this Agreement) is effective January 1, 2018 ("Effective Date"). This Agreement covers the services United is providing to Customer, either directly or in conjunction with one of United's affiliates, for use with Customer's Self-Funded employee benefit plan and apply to claims for Plan benefits that are incurred on or after the Effective Date.

United HealthCare Services, Inc. identifies this arrangement as Contract No.: 911463

By signing below, each party agrees to the terms of this Agreement.

Williamson County  
901 S Austin Avenue  
Georgetown, TX 78626

By: 

Authorized Signature

Print Name: DAN A GATLIN

Print Title: COVD. JU

Date: 06-22-2017

United HealthCare Services, Inc.  
185 Asylum Street  
Hartford, CT 06103-3408

By: 

Authorized Signature

Print Name: Holly Durinick

Print Title: Regional Contract mgr.

Date: 6/15/2017

ASA 2Q 2016

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## Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

**Bank Account:** Bank Account maintained for the payment of Plan benefits, expenses, fees and other Customer financial obligations.

**Employee:** A current or former employee of Customer or its affiliated employer.

**IRC:** The United States Internal Revenue Code of 1986, as amended from time to time.

**IRS:** The United States Internal Revenue Service.

**Network:** The group of Network Providers United makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

**Network Pharmacy:** A retail pharmacy, mail order pharmacy, specialty pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense prescription drugs to Participants, and has entered into a Network Pharmacy agreement. An affiliate of United, in its capacity as a mail order pharmacy or specialty Pharmacy, is a Network Pharmacy of the Customer.

**Network Provider:** The physician, or medical professional or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

**Overpayments:** Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

**Participant:** Employee or dependent who is covered by the Plan.

**PHI:** Any information United receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

**Plan:** The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits United is administering, as described in the Summary Plan Description.

**Plan Administrator:** The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

**Proprietary Business Information:** Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral, electronic or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. United's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to United's contracted healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit, the Prescription Drug List, reimbursement rates, compensation arrangements, and all other financial provisions related to the pharmacy benefits contained in this Agreement. While the Prescription Drug List is considered United's Proprietary Business Information, it may be disclosed in the limited circumstances outlined in this Agreement. This information is collectively known as "United's Financial PBI".

**Rebate:** Any discount, rebate administration fees, price concession or other direct or indirect remuneration United receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any discount, price concession or other direct or indirect remuneration United receives from a drug manufacturer for direct purchase of a prescription drug.

**Self-Fund or Self-Funded:** Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits. United has no liability or responsibility to provide these funds. This is true even if United or its affiliates provides stop loss insurance to Customer.

**Summary Plan Description or SPD:** The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

**Systems:** Means the systems United owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

**Tax or Taxes:** A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

**Term or Term of the Agreement:** The period of twelve (12) months commencing on the Effective Date and automatically continuing for additional 12-month periods until the Agreement is terminated.

Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

**Urgent Care Claims:** A claim for medical services and supplies which meets ERISA's definition of Urgent Care Claim.

## **Section 2 – Customer Responsibilities**

**Section 2.1 Responsibility for the Plan.** United is not the Plan Administrator of the Plan. Any references in this Agreement to United "administering the Plan" are descriptive only and do not confer upon United anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires United to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

**Section 2.2 Plan Consistent with the Agreement.** Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide United with such communications which refer to United or United's services prior to distributing these materials to Employees or third parties. Customer will amend them if United reasonably determines that references to United are not accurate, or any Plan provision is not consistent with this Agreement or the services that United is providing.

**Section 2.3 Plan Changes.** Customer must provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the services United provides under this Agreement. Any change in the services to be provided by United under this Agreement which would be caused by any aforementioned changes must be mutually agreed to in writing prior to implementation of such change. United will notify Customer if (i) the change increases United's cost of providing services under this Agreement or (ii) United is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if United notifies Customer that United is unable to reasonably implement or administer the change, United shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

**Section 2.4 Affiliated Employers.** Customer represents that together Customer and any of its affiliates covered under the Plan make up a single “controlled group” as defined by the IRC. Customer agrees to provide United with a list of Customer’s affiliates covered under the Plan upon request.

**Section 2.5 Information Customer Provides to United.** Customer will tell United which of Customer’s Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to United in a timely manner. United will accept eligibility data from Customer in the format described in Exhibit A – Statement of Work. Customer will notify United of any change to this information as soon as reasonably possible.

United will be entitled to rely on the most current information in United’s possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. United will not be required to process or reprocess claims, but if United agrees to do so, additional fees may apply.

United shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents or authorized representatives.

**Section 2.6 Notices to Participants.** Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services United is providing under this Agreement are discontinued.

**Section 2.7 Escheat.** Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

### **Section 3 – Fees**

**Section 3.1 Fees.** Customer will pay fees to United as compensation for the services provided by United. In addition to the fees specified in Exhibit B, Customer must also pay United any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

**Section 3.2 Changes in Fees.** United can change the fees on each Term anniversary (“Renewal Term”), subject to the provisions of Exhibit B. United will provide Customer with thirty (30) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or thirty (30) days after United provides Customer with written notice of the new fees. United will provide Customer with a new Exhibit B that will replace the existing Exhibit B for the new Renewal Term.

United also can change the fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees including the termination of the Shared Savings, (ii) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5 Taxes And Assessments (iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 10% or more from the assumed average contract size set forth in Exhibit B. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

**Section 3.3 Due Dates, Payments, and Penalties.** For the Standard Medical Service Fees described in Exhibit B, United will provide Customer with an on-line invoice in advance of the first of each month, typically no later than the 18<sup>th</sup> of each month. The Due Date for payment of the invoiced amounts is on the first day of the next full calendar month. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice).

Late Payment: If amounts owed are not paid within in accordance with the timing specified in Texas Government Code Chapter 2251 ("Grace Period"), Customer will pay United interest on these amounts in accordance with Texas Government Code Chapter 2251.

**Section 3.4 Reconciliation.** For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United, within thirty (30) days of the due date, the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

## **Section 4 – Records, Information, Audits**

**Section 4.1 Records.** United will keep records relating to the services it provides under this Agreement for as long as United is required to do so by law.

**Section 4.2 Proprietary Business Information.** Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that United's Financial PBI cannot be disclosed by Customer to any third party without United's express written consent. This provision shall survive the termination of this Agreement.

**Section 4.3 Access to Information.** Other than as provided for in Section 4.4, if Customer needs United's Proprietary Business Information in order to administer the Plan, United will allow Customer to use United's Proprietary Business Information, if it is legally permissible, the information relates to United's services under this Agreement, and Customer gives United reasonable advance notice and an explanation of the need for such information. Such use is subject to the terms of this Agreement.

If Customer is subject to a Freedom of Information Act (FOIA) or a Texas Public Information Act (PIA) request and the request includes United's Proprietary Business Information, Customer will contact United prior to releasing any information and give United the opportunity to review, respond and/or object to the FOIA/PIA request.

United will provide information only while this Agreement is in effect and for a period of twelve (12) months after the Agreement terminates, unless Customer demonstrates that the information is required by law or for Plan administration purposes.

United also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Before United provides PHI to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

**Section 4.4 Audits.** During the term of the Agreement, and at any time within twelve (12) months following its termination, a mutually agreeable entity may audit United once each calendar year to determine whether United is fulfilling the terms of this Agreement. Prior to the commencement of this audit, United must receive a signed, mutually agreeable confidentiality agreement.

Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a “big four” public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against United or its affiliates. However, if no “big four” public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used.

Customer must advise United in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by United. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to United’s transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by United (“Scope”).

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer’s expenses and any applicable fees, Customer will also pay any extraordinary expenses United incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by United.

Customer will provide United with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

**Section 4.5 Service Auditor Reports.** United may make its Type II service auditor report (“Report”) available to United’s self-funded customers each year for Customer’s review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE16 Type II Report available to United’s self-funded customers. The Report is United’s Proprietary Business Information and shall not be shared with any third parties without United’s prior written approval; provided, however, that Customer can share the Report with: (i) Customer’s independent public accounting firm; and/or (ii) Customer’s consultants, provided that such consultants are not in any way a competitor of United’s and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

**Section 4.6 PHI.** The parties’ obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement.

## **Section 5 – Taxes and Assessments**

**Section 5.1 Payment of Taxes and Expenses.** In the event that any Taxes are assessed against United as a claim administrator in connection with United’s services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse United through the Bank Account for Customer’s proportionate share of such Taxes (but not Taxes on United’s net income). United has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse United for a proportionate share of any cost or expense reasonably incurred by United in disputing such Tax, including costs and reasonable attorneys’ fees and any interest, fines, or penalties relating to such Tax, unless caused by United’s unreasonable delay or unreasonable determination to dispute such Tax.

**Section 5.2 Tax Reporting.** In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, Customer agrees to comply with these requirements.

**Section 5.3 State and Federal Surcharges, Fees and Assessments.** The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including, but not limited to, those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 ("PPACA"), as amended from time to time. This includes the funding, remittance and determination of the amount due for PPACA required taxes and fees.

## **Section 6 – Indemnification**

**Section 6.1 Customer Indemnifies United.** To the extent authorized under Texas law Customer will indemnify United and hold United harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, United incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements United enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against United as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

**Section 6.2 United Indemnifies Customer.** United will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) United or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of United or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) United's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and United's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

## **Section 7 – Plan Benefits Litigation**

**Section 7.1 Litigation Against United.** If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or healthcare provider against United to recover Plan benefits related to its duties under this Agreement ("Plan Benefits Litigation"), United will select and retain defense counsel to represent its interest.

**Section 7.2 Litigation Against Customer.** If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

**Section 7.3 Litigation Against United and Customer.** If Plan Benefits Litigation is begun against the Plan and United jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

**Section 7.4 Litigation Fees and Costs.** All reasonable legal fees and costs United incurs will be paid by Customer (except as provided in Sections 3.3 and 6) if United gives Customer reasonable advance notice of United's intent to charge Customer for such fees and costs, and United consults with Customer in a manner consistent with United's fiduciary obligations on United's litigation strategy.

**Section 7.5 Litigation Cooperation.** Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

**Section 7.6 Payment of Plan Benefits.** In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

**Section 7.7 Survival.** This provision shall survive the termination of this Agreement.

## Section 8 – Mediation

Except in the case of United's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

## Section 9 – Termination

**Section 9.1 Services End.** United's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, United may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

**Section 9.2 Termination Events.** This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Term, either party gives the other party at least sixty (60) days prior written notice, (iv) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement, (v) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) United may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, (viii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or United and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (ix) As otherwise specified in this Agreement.

## Section 10 – Miscellaneous

**Section 10.1 Subcontractors.** United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

**Section 10.2 Assignment.** Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, United can assign this Agreement, including all of its rights and obligations to United's affiliates, to an entity controlling, controlled by, or under common control with United, or a purchaser of all or substantially all of United's assets, subject to notice to Customer of the assignment.

**Section 10.3 Governing Law.** This Agreement is governed by the applicable laws of the State of Texas. The venue of this contract shall be Williamson County, Texas. This provision shall survive the termination of this Agreement.

**Section 10.4 Entire Agreement.** This Agreement, with its exhibits, Williamson County Request for Proposal RFP# 1702-144 and United's response, constitutes the entire agreement between the parties governing the subject matter of this Agreement, in the order of precedence identified below. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

The Agreement documents shall include the following, in order of precedence:

1. This Agreement for Administrative Services, including:
  - Exhibit A – Statement of Work
  - Exhibit B – Service Fees
  - Exhibit C – Performance Guarantees
  - Exhibit D – Business Associate Agreement
2. Attachment A – United’s Response to Williamson County Request for Proposal RFP# 1702-144 including BAFO
3. Attachment B – Williamson County Request for Proposal RFP# 1702-144

**Section 10.5 Amendment.** Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

**Section 10.6 Waiver/Estoppel.** Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

**Section 10.7 Notices.** Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

**Section 10.8 Use of Name.** The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants United permission to use Customer’s name, logo, service marks, trademarks or other identifying information to the extent necessary for United to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

**Section 10.9 Compliance with Laws and Regulations.** The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

**Section 10.10 No Third Party Beneficiaries.** Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**Section 10.11 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

**Section 10.12 No Waiver of Sovereign Immunity of Powers.** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity of powers of Williamson County, the Williamson County Commissioners Court, or the Williamson County Judge.



## EXHIBIT A – STATEMENT OF WORK

The following are the administrative services United has agreed to provide to Customer. Customer may request that United provide services in addition to those set forth in this Agreement. If United agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by United, for these additional services. The Services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

### Section A1 Network

**Network Access, Management and Administration.** United will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

United generally does not employ Network Providers and they are not United's agents or partners, although certain Network Providers are affiliated with United. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through United's affiliates' networks, or the payment for services rendered by the provider or facility.

**Value Based Contracting Program.** United's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with United's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as United makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if United makes the determination that the Network Provider failed to meet a standard, United will return to Customer the applicable amount. United shall provide Customer reports describing the amount of payments made on behalf of Customer's Plan.

Only the initial claims based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

### Section A2 Recovery Services

**Claim Recoveries.** United will provide recovery services for Overpayments, but United will not be responsible for recovery costs except as otherwise stated in this section. United will be responsible for recovery costs and reimbursement of any unrecovered Overpayment only to the extent the Overpayment was due to United's gross negligence.

In some instances, United may be able to obtain Overpayment recoveries by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, the prioritization of Overpayment credits based on the age of the Overpayment in United's system and funding type. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the parties may retain any interest that accrues as a result of these timing differences. Details

associated with Overpayment recoveries made through offset will be identified in the monthly reconciliation report provided to the designated representative for Customer's Plan.

**Subrogation.** United will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "subrogation"). Customer will not engage any entity except United to provide the services described herein without United's prior approval.

**Recovery Fees.** Customer will be charged fees when any of the services described herein are provided by United through a subcontractor or affiliate. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

**Recovery Process.** Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular case. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. United may initiate litigation to recover payments, but United has no obligation to do so. If United initiates litigation, Customer will cooperate with United in the litigation.

If this Agreement terminates, or, if United's recovery services terminate, United can continue to recover any payments United is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

**Fraud and Abuse Management.** United or its affiliate will provide services related to the detection, prevention, and recovery of abusive and fraudulent claims. United's Fraud and Abuse Management processes will be based upon United's proprietary and confidential procedures, modes of analysis and investigations.

United will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and United's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if United decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to United the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. United does not guarantee or warranty any particular level of prevention, detection, or recovery. United agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if United's claim recovery services terminate, United can elect to continue fraud and abuse recoveries that are in progress, and the fees will continue to apply.

Services include all work to identify recovery opportunities, research, conduct data analysis, investigate, negotiate settlements without the use of outside counsel, and draft legal documents. If outside counsel is retained for a group of payers seeking the recovery, a proportionate amount of the outside legal fees, equal to the payer's exposure in the case to the total exposure in the case, will be deducted from the gross recovery amount, after the fee has been deducted. Customer will be given the option to participate or decline participation in the settlement.

### **Section A3 Providing Funds**

**Responsibility for Payment of Plan Benefits.** The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits except when Customer is recognized as both the provider of covered services and the payee and check suppression services apply.

**Bank Account.** United, on Customer's behalf, will open and maintain a Bank Account at the Bank under United's sole control ("Bank") to provide United the means to access Customer's funds for the purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments), or other Customer financial obligations and, when authorized by Customer, fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United's self-funded customers. The funds in the Bank Account are Customer's and will not be comingled with any other customer funds.

**Balance In Account.** Customer shall not be required to maintain a minimum balance in the Bank Account.

The allowance not to maintain a minimum balance is based on Customer maintaining compliance with the material financial obligations specified in this Agreement. In the event United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may require Customer to maintain a minimum balance effective five (5) days from the date of notice to Customer.

**Issuing and Providing Funds for Checks and Non-Draft Payments.** Checks and/or non-draft payments will be written on and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

**Transfers of Funds.** Funds will also be withdrawn from the Bank Account when a transfer of funds has been made electronically. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments or expenses as they are issued.

**Calls for Funds.** The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each banking day to satisfy the previous day's liability.

Every business day, United will notify Customer of the funding amounts that are due by providing a funding notification and an associated detail report to Customer, via electronic mail, by 9:30 am CST/10:30 am EST. The daily funding notification shall reflect the aggregated claims charges that United has processed and has paid electronically, or if paid by check has cleared through United's omnibus check writing bank account for payment for the prior daily Bank days' period ending on the prior business day. The detail report identifies the payments by structure.

If United does not provide the daily funding notification to Customer by 9:30 am CST in accordance with this Section, Customer shall not be required to fund the amount of the funding notification due until the following business day.

If the day that the funding notice is provided pursuant to this Section is a Bank holiday (where the Bank is closed), United shall provide the daily funding notification on the immediately preceding business day that is not a Bank holiday.

If the day that the funding notice is provided pursuant to this Section is a County Holiday or Staff Development day United shall provide the daily funding notification and the County will process the payment funding on the next business day.

Upon notice to Customer of the amount due, Customer will fund the designated amount(s) within one business days via wire transfer to the designated Bank Account for payment of Plan benefits. Customer will initiate the fund transfers unless United determines that Customer fails to comply with the material funding and financial obligations specified in this Agreement. If such a condition occurs, Customer agrees to authorize United to initiate the transfers. The number of days between transfers and the method of transfer are based Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement.

**Underfunding.** If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may stop issuing checks and non-draft payments and suspend any of its other services under this Agreement for the period of time Customer does not provide the required funding. (4) If Customer does not correct the funding deficiency within three banking days of United's notice to Customer, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding in accordance with Texas Government Code Chapter 2251.

**Stop Payments on Outstanding Checks.** At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in its own designated funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

**Funding After Termination.** When this Agreement terminates, the funding method will remain in place for the length of the run-out period. After the run-out period has ended, that funding method will cease and Customer will deposit and maintain in the Bank Account sufficient funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks and other funding obligations. This period will be reasonable, as determined by United. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

#### **Section A4 Medical Benefit Drug Rebate Payments**

**Allocation and Payment of Rebates.** From time to time, United or a subcontractor may negotiate with drug manufacturers regarding the payment of medical benefit Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. Customer will receive 80% of the medical benefit Rebates United receives. United will retain the balance of such medical benefit Rebates as part of United's compensation. When United negotiates directly with drug manufacturers for the payment of medical benefit Rebates to United, United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates from the drug manufacturer. If United is not able to make payment to Customer within thirty (30) calendar days, United will pay interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay medical benefit Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Customer will only receive Customer's medical benefit Rebates to the extent that medical benefit Rebates are actually received by United. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving medical benefit Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for medical benefit Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer's and Plan's entitlement to medical benefit Rebates (including forfeiture of any medical benefit Rebates earned but not paid). In addition, Customer agrees to reasonably cooperate with United in order to obtain medical benefit Rebates.

**Subcontractor Compensation.** If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of medical benefit Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. United will provide information on the amount, if any, retained by the subcontractor as compensation for its services, in advance of Customer's execution of this Agreement. In addition, United will provide Customer with thirty (30) days advance notice of any material increase in or method for subcontractor compensation. If at any time Customer does not find the subcontractor compensation acceptable, Customer may terminate the medical benefit Rebates services after thirty (30) days advance written notice to United.

## Section A5 Claims Determinations and Appeals

**Claim Procedures.** Customer appoints United a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, and (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals. As such, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to United under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. If United denies a Plan benefit claim, in whole or in part, United will notify the claimant of the adverse benefit determination and the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or those which are required under applicable law. If after the exhaustion of the two levels of internal appeal, United determines that the Plan benefit is still not payable, United will notify the claimant that the adverse benefit determination has been upheld. This determination will be final and binding on the claimant, and all other interested parties, except as otherwise provided under the external review program described in this Section.

**Appeals of Urgent Care Claims.** Notwithstanding the foregoing, with respect to Urgent Care Claims, United will conduct one review of a denied Urgent Care Claim and issue a final determination as soon as possible, in accordance with applicable law.

**External Review Program.** United will notify claimants of the option to request an external review of adverse benefit determinations following the required internal appeal process. United will, in accordance with applicable law: (i) provide claimant with the necessary procedures to obtain the review (ii) coordinate submission of the claimant's case to an independent review organization, and (iii) direct the independent review organization to notify the claimant of the final external review decision. A fee will apply beyond the maximum number of free reviews, as listed in Exhibit B, Fees.

## Section A6 Systems Access

**Access.** United grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain United's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to United, the hardware, software, and Internet browser requirements United provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

**Security Procedures.** Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to United, and maintain appropriate logs and monitoring of system activity. Customer shall notify United within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by United which impact the System.

**Termination.** United reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by United, including any amendments thereto or (ii) immediately on the date United reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Services, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the

termination events described in this Agreement, Customer agrees to cease all use of Systems, and United will deactivate Customer's identification numbers, passwords, and access to the System.

#### **Section A7 Pharmacy Benefit Services**

**Pharmacy Network.** United or its affiliate will provide the Pharmacy Benefit Services described in this Section. United will make Network Pharmacies available to Customer Participants, through United's affiliate. United will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. United will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network. Upon request, United will provide Customer information on the reimbursement rate to United's affiliated Network Pharmacies.

**Mail Order Pharmacy Services.** United will provide, through its affiliate, mail order pharmacy services for Customer's Participants. Customer's pricing terms for mail order pharmacy services are based on the actual package dispensed and at least a 46 day supply. Prescriptions filled through the mail order pharmacy that are less than a 46 day supply will be processed at retail pricing and will be counted with retail utilization.

**Prescription Drug List (PDL).** Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of an FDA-approved prescription drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the prescription drug product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the prescription drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the prescription drug product.

United may periodically down-tier the placement of a prescription drug product among the tiers. These changes may occur without prior notice. Once a year, United may also up-tier the placement of a prescription drug product among the tiers and/or recommend specific prescription drug product exclusions from coverage. United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the website, or by calling customer service.

**Claims Processing.** United will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement. On mail order and retail pharmacy services, United will retain the difference between what we reimburse the Network Pharmacy and Customer payment for a prescription drug product or service.

United maintains systems for processing pharmacy claims and may receive access fees as compensation for services United provides to Network Pharmacies.

## Section A8 Pharmacy Benefit Rebates

**Allocation and Payment of Rebates.** United will negotiate with drug manufacturers for the payment of Rebates to United. The amount of Rebates that is available depends on many factors including whether Customer has an incentive benefit design, arrangements with drug manufacturers, the volume of prescription drug claims and the structure of the PDL. United will pay Customer an amount equal to 100% of the Rebates United receives (and United may pay interest on this amount as described in this Section). Customer agrees that all payments associated with Rebates and any related interest are not due and owing to Customer until United actually pays them to Customer pursuant to this Agreement.

Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates, generally four times per year. For any Rebates not paid to Customer within thirty (30) calendar days of United's receipt, United will pay Customer interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

**Payments to Pharmacies.** In connection with prescription drug claims, there may be a timing difference between when United withdraw funds from Customer claims account and when United issues payments to pharmacies and other payees. United may retain interest earned on these amounts during this time. Interest is expected to be paid at overnight deposit rates by United's banking institution.

**Customer Compliance.** Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Rebates on or the purchase of prescription drug products from any manufacturer with respect to the pharmacy benefits. If you or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer and Plan's entitlement to Rebates (including forfeiture of any Rebates earned but not paid) and/or terminate the pharmacy benefit services. Termination of pharmacy benefit services shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for medical management services under this Agreement. In addition, Customer agrees to reasonably cooperate with United in order to obtain Rebates. Customer will encourage Customer Participants to use a Network Pharmacy. Customer will also encourage Customer Participants to electronically access the PDL on United's website, and encourage Participants to share the PDL with their physicians or refer their physicians to the PDL on United's website.

## Schedule of Services

### A. ACCOUNT MANAGEMENT SERVICES

Service	Comments
<b>Implementation and maintenance of account.</b>	
<b>Enrollment meetings and support</b> for locations that meet United's criteria.	Minimum six weeks notice of meeting.
<b>Standard initial enrollment kit.</b>	
<b>Bulk mailing of initial enrollment kits</b> to Customer based on United's criteria.	
<b>Ongoing account management</b> including: <ul style="list-style-type: none"><li>• Designated account resources.</li><li>• Ongoing management and review of benefits and data.</li></ul>	

Service	Comments
<b>Standard accounting structure based on United's criteria:</b> <ul style="list-style-type: none"> <li>Suffixes to accommodate separate claims reporting for different benefit plans.</li> <li>Claim accounts to accommodate separate claims data for different locations and groups.</li> </ul>	
<b>Maintenance of benefit plans.</b> <b>Electronic Bill Presentment and Payment (EBPP),</b> which provides capabilities to: <ul style="list-style-type: none"> <li>View invoices online.</li> <li>Sort and search enrollee information.</li> <li>Download billing information.</li> <li>Remit payment online.</li> </ul>	
<b>Online administration services accessed through United's Employer eServices Web site</b> including online eligibility maintenance and claim status inquiry.	Customer reporting is included to the extent indicated in Section D. eServices Customer Reporting Services.
<b>Summary Plan Description (SPD) Assistance.</b> United will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon with one additional draft, in response to Customer's comments, and a final draft SPD. "Plan", for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English.	<p>If the SPD is not finalized sufficiently in advance of the Effective Date of United's services, United will either (i) utilize the summary of Plan benefits and exclusions that United has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved or (ii) create, at United's discretion, an operational SPD which will be based upon the summary of Plan benefits that Customer has reviewed and approved. United will administer claims and otherwise provide its services in accordance with this summary of Plan benefits and exclusions or operational SPD, as the case may be, and it will govern and remain in full force and effect until a final SPD is provided to United.</p> <p>Printing of SPDs is available at an additional cost.</p>
<b>Summary of Benefits and Coverage:</b> <ul style="list-style-type: none"> <li>Electronic version in United's standard format.</li> <li>For medical Plans administered by United.</li> <li>Initial request and up to 1 amendment per year.</li> </ul>	

## B. ELIGIBILITY MANAGEMENT SERVICES

Service	Comments
<b>Standard ID Card production and issuance.</b>	United has assumed the addition of Customer's logo in an acceptable format to the ID card.
<b>Alternative member ID numbers generated by United</b> (not based on SSN).	
<b>Electronic Eligibility Processing</b>	
<b>Electronic Enrollment processing:</b> <ul style="list-style-type: none"> <li>Each submission to be a single consolidated file. Separate eligibility submissions for COBRA.</li> <li>Initial load of primary physician data (when applicable) to be supplied electronically.</li> </ul>	



Service	Comments
<b>Submission format:</b> <ul style="list-style-type: none"> <li>UnitedHealth Group® Standard 3005 Format; HIPAA 834 Compliant Format; or HR-XML format.</li> <li>Single data source required.</li> </ul> <b>Submission frequency:</b> <ul style="list-style-type: none"> <li>Changes file daily in combination with a full population file on a monthly schedule.</li> </ul> <b>Or</b> <ul style="list-style-type: none"> <li>Changes file weekly or bi-weekly in combination with a full population file on a monthly or quarterly schedule.</li> </ul> <b>Or</b> <ul style="list-style-type: none"> <li>Full file weekly or bi-weekly.</li> </ul> <b>Transmission method:</b> <ul style="list-style-type: none"> <li>FTP with United's approved encryption or direct connect.</li> </ul>	

### C. UNDERWRITING AND FINANCIAL SERVICES

Service	Comments
<b>Overall program accounting</b> (year-end reconciliation).	
<b>Claim projections.</b>	
<b>Annual Projection of cost impact for benefit design changes.</b>	
<b>Annual Projection of conventional premium equivalent rates.</b>	
<b>Annual Reserve estimates.</b>	
<b>Annual government filings of 1099 reports</b> to the IRS regarding payments made to physicians and other health care professionals.	
<b>Provide required data necessary to enable Customer to file Form 5500.</b>	

### D. eSERVICES® CUSTOMER REPORTING SERVICES

Service	Comments
<b>An online customer reporting system</b> including up to five customer IDs.	
<b>Reporting Access Levels:</b> <ul style="list-style-type: none"> <li><b>Standard</b> – Basic report package of “subscription” financial and utilization information produced on a pre-scheduled basis.</li> <li><b>Select</b> – In addition to the Standard features, interactive access to eCR tools allowing the user to customize report parameters to facilitate detailed views of the data. Includes a broad array of membership and utilization reports.</li> <li><b>Expanded</b> – In addition to the Select features, allows the user greater ad-hoc and customizable capabilities to obtain detailed performance information.</li> </ul>	<p>Customer's access level is based upon its election.</p> <p>Expanded Level reports are available to customers with Select Level reporting on an ad hoc basis for an additional charge per report.</p>
<b>Non-standard or ad hoc reports</b>	Fees are determined on a report-specific basis
<b>Interface with third party stop loss vendor.</b> United provides claim statistical reports, designed to meet the requirements of most insurers, to support Customer's filing of Individual Stop Loss (ISL) claims.  The report includes the total dollars paid for any claimant exceeding 50 percent of the Individual Stop Loss (ISL) threshold for policy year to date claims paid through the end of the previous month.	<p>Customer and its third party stop loss carrier must execute United's standard nondisclosure and indemnification agreement prior to United's providing any of the information.</p> <p>Customer understands that it is its responsibility to detect claims that may be covered by a third party stop loss carrier policy purchased by Customer.</p>
United reserves the right, from time to time, to change the content, format and/or type of its reports.	

## E. CLAIMS ADMINISTRATION SERVICES

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to United in order for it to determine whether a benefit is payable under the Plan's provisions. Customer delegates to United the discretion and authority to use United's claim procedures and standards for Plan benefit claim determination.	
<b>Implementation of Customer's benefit plans.</b>	
<b>Claim history load from one prior carrier</b> using United's standard process.	
<b>Standard claims processing including:</b> <ul style="list-style-type: none"> <li>• Re-pricing and payment of claims.</li> <li>• Auto and manual adjudication using proprietary software.</li> <li>• Claim edit/review and cost containment program</li> <li>• Pending and subsequent claim review.</li> </ul>	
<b>Standard claim forms (when applicable).</b>	
<b>Medical claim review</b> of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.	
<b>Standard coordination of benefits</b> for all claims with automated investigation once every 12 months.	
<b>Production and distribution of monthly Health Statements.</b>	
<b>Processing of run-out claims</b> (meaning claims incurred prior to the termination date) for six (6) months following termination.	<p>If the Agreement terminates because Customer fails to pay United fees due, fails to provide the funding for the payment of benefits, or United terminates for any other material breach, run-out will not apply. Run-out fees may apply to partial terminations at United's discretion.</p> <p>The fees associated with providing six (6) months run-out claims processing are included in United's monthly administrative fees as described in Exhibit A. No additional fee will apply to run-out claims processing, provided, however, if the Agreement is terminated prior to the end of the initial Term for any reason, there will be an additional fee, determined by United, for the remaining months of the run-out claims processing term.</p> <p>The fee for run-out services, should Customer elect run-out coverage at time of full or partial cancellation, will be provided by United.</p> <p><b>Suspension of Run-out Processing</b>  If Customer does not pay the run-out fees it owes United when due as set forth above, United will notify Customer. If Customer does not make the required payment within five (5) business days of United's notice to Customer, United may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.</p> <p><b>Termination of Run-out Processing</b>  Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.</p> <p><b>Additional six (6) months of run-out claims processing</b>  United will provide claim processing services in excess of six</p>

Service	Comments
	(6) months included in United's monthly administrative fees, for up to twelve (12) months, upon Customer's request at the time either party provides notice of termination. The fee for the run-out services that are in addition to the aforementioned six (6) months are described in Exhibit B.
<b>Subrogation Services.</b>	
<b>Fraud and Abuse Management Recovery Program.</b>	
<b>Hospital Bill Audit Program.</b>	
<b>Credit Balance Recovery Program.</b>	
<b>Advanced Analytics and Recovery Services</b>	United or its affiliate will use a combination of large scale analytics, information and analysis to identify post-adjudication claims for additional overpayment opportunities.

## F. MEMBER SERVICES

Service	Comments
<b>Toll-free access to a customer care unit</b> using a dedicated number	
<b>Employee access to a member website</b> enabling Participants to: <ul style="list-style-type: none"> <li>• Check claim status.</li> <li>• Check eligibility information.</li> <li>• Search for providers and online health information.</li> </ul>	

## G. MEDICARE SERVICES

Service	Comments
<b>Medicare Secondary Payer Reporting.</b> United shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions (the Reporting Requirements) in Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. United shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to the Customer's failure to provide the required data.	Customer agrees to provide to United in a timely manner and in an agreed upon format any and all data that United requires to comply with the Reporting Requirements.

## H. NETWORK SERVICES

Service	Comments
<b>Network access, management and administrative activities</b>	Standard on all network plans.
<b>UnitedHealth Premium<sup>SM</sup> Designation Program</b>	Available in designated markets.
<b>Network access to chiropractic and complementary alternative medicine providers</b>	
<b>Physical Health Clinical Support Program</b> for Chiropractic and Complementary Alternative providers.	
<b>Transplant Solutions (TS) Services</b> <ul style="list-style-type: none"> <li>• Transplant Network via Centers of Excellence (COE)</li> <li>• Transplant Access Program (TAP) Network</li> <li>• Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee.</li> </ul>	
<b>Reasonable and customary charge guidelines</b> for out of network surgical, medical, lab and x-ray claims.	
<b>Maximum Non-Network Reimbursement Program (MNRP)</b> for non-emergency non-network claims.	
<b>Shared Savings Program Standard</b> Application of the Shared Savings Program provides additional savings on select 1) non-Network facility and 2)	The services under this program provide access to provider discounts only and do not include credentialing of providers or other Network services. United is not responsible for the

Service	Comments
physician claims that are not eligible for standard network discounts. Program provides access to discounted charges made available to United from health care providers who contract or will negotiate with, a third party to provide such discounted charges.	medical outcomes or the quality or competence of any provider or facility rendering services under the Shared Savings Program.  United can terminate the Shared Savings Program at any time for any reason.
<b>Access to Extended Networks</b> (leased networks)	Available at an additional charge.

## I. CARE MANAGEMENT AND OUTREACH SERVICES

Service	Comments
<b>Personal Health Support</b> , an integrated personal health management program using a designated team of nurses and incorporating elements of care management core activities such as case management and support around specific treatment decisions. A pregnancy program, consumer engagement notification program including gaps in care messaging, and a predictive model specific to Customer are also included.	Coordination with external vendors is subject to an additional fee.
<b>Emergency Room Decision Support</b>	
<b>Medical policy functions</b> , as guided by a medical director.	Standard on all managed plans.
<b>Disease Management Programs</b>	Coordination with external vendors is subject to an additional fee.
<b>Complex Medical Conditions:</b> <ul style="list-style-type: none"> <li>• Cancer Resource Services</li> <li>• Congenital Heart Disease Resource Services</li> <li>• Healthy Pregnancy</li> <li>• Kidney Resource Services</li> <li>• Parent Steps Infertility Discount Program</li> </ul>	
<b>Alternate Care Proposals (ACP)</b> which provide appropriate and cost effective health care services and supplies alternatives that would otherwise not be covered by the Plan.	Customer consents to United's use and administration of the ACP program and delegate to United the discretion and authority to develop and revise ACPs.
<b>Activation programs to engage Participants including</b> , monthly health statements member call services, and access to member portal with consumer messaging	
<b>Predictive modeling</b> , using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status.	Additional charges apply for integrating an outside vendor's pharmacy data.

## J. UNITED BEHAVIORAL HEALTH — MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

Service	Comments
<b>Behavioral Health Solutions, Full Care Management</b> <ul style="list-style-type: none"> <li>• Network access, development and maintenance.</li> <li>• Ongoing case management.</li> <li>• Outpatient care management.</li> <li>• Inpatient care management.</li> <li>• Outcomes measurement.</li> <li>• Claims processing, adjudication and member services.</li> <li>• Account management, reporting and communication materials.</li> <li>• Interface with employee assistance program (EAP) vendors.</li> </ul>	

## K. EMPLOYEE HEALTH EDUCATION AND MEDICAL SELF-CARE PROGRAM SERVICES

Service	Comments
<b>NurseLine<sup>SM</sup></b> - provides 24-hour access to registered nurses.	
<b>Health Content</b> – providing members with access to online services which may include but are not limited to health and wellness content, health assessments, health coaching, personal health records and/or automated messaging, available through myuhc.com and other online resources.	

## L. UNITEDHEALTH ALLIES<sup>®</sup> DISCOUNT PROGRAM

Service	Comments
<b>UnitedHealth Allies<sup>®</sup> Discount Program</b> enabling plan participants to access pre-negotiated savings on certain out-of-pocket health care purchases. The discount value program is not a health insurance plan.	UnitedHealth Allies <sup>®</sup> Discount Program can be made available to non-covered employees or employees participating in plans not administered by United for an additional fee.

## M. MANAGED PHARMACY SERVICES

Service	Comments
<b>Integrated Pharmacy Services</b> including: <ul style="list-style-type: none"> <li>• <b>Claims processing</b></li> <li>• <b>Eligibility management</b></li> <li>• <b>Benefits management</b></li> <li>• <b>Reporting</b> (available through eServices)</li> <li>• <b>Retail Pharmacy Network Management</b></li> <li>• <b>Mail Order Services.</b></li> <li>• <b>Customer Care Center Services</b> - Toll-free access to customer care voice response unit (for location of network pharmacies), and a pharmacist</li> <li>• <b>Specialty Pharmacy</b></li> <li>• <b>Support staff and account management</b></li> </ul>	Postage paid return envelopes are <u>not</u> included and are not available.
<b>Standard Clinical programs</b> such as standard notification, quantity level limits, and quantity per duration.	
<b>Additional programs</b> such as dispense as written (DAW) interventions, retail flags and edits, maximum allowable cost pricing (retail), and generic and mail order programs.	

## N. VISION SERVICES

Service	Comments
United, through its specialty services affiliate, will process claims for covered services (vision services and materials that are eligible for reimbursement under Customer's vision Plan). Claims for reimbursement of vision Plan benefits must be submitted in a form that is satisfactory to United. United will determine whether a benefit claim is reimbursable under the vision Plan provisions including an initial determination as to whether a claim is considered a covered service. Customer delegates to United the discretion and authority to use United's claim procedures and standards for benefit claim determination and reimbursement.	
<ul style="list-style-type: none"> <li>As United's affiliate's negotiated rate schedule may vary from participating provider to participating provider, United's affiliate will: (1) absorb any financial loss, without additional charge to Customer, in the event that the amount that United's affiliate pays the participating provider, or, in the case of materials, United's affiliate's optical laboratory, exceeds the amount that Customer pays United's affiliate for that covered service; and (2) retain, as part of its compensation, the difference in the event that the amount that Customer pays United's affiliate for arranging for the provision of a covered service exceeds the amount that United's affiliate pays the participating provider, or, in the case of materials, United's affiliate's optical laboratory, for providing that covered service.</li> <li>In the case of non-covered service(s) or material(s) United's affiliate expressly reserves the right to retain, as part of its compensation, without additional charge to Customer, any amount(s) collected from a Participant pursuant to the Participant's vision Plan, that exceeds the payment to participating provider for such non-covered service(s) or material(s) under the applicable negotiated rate schedule.</li> </ul>	<p>The following sections of the Agreement do not apply to vision services:</p> <ul style="list-style-type: none"> <li>Subrogation Hospital Bill Audit Program</li> <li>Credit Balance Recovery Program</li> <li>External Review Program</li> <li>SSAE16 Reports</li> </ul>

## O. DENTAL SERVICES

Service	Comments
<b>Dental Services</b> , includes Customer's access to a dedicated dental representative, Customer's Participants' access to a dental customer service unit, claim processing by UnitedHealthcare Dental and Customer's Participant's access to the national dental network.	
<b>Processing of run-out claims</b> (meaning claims incurred prior to the termination date) for twelve (12) months following termination.	<p>If the Agreement terminates because Customer fails to pay United fees due, fails to provide the funding for the payment of benefits, or United terminates for any other material breach, run-out will not apply. Run-out fees may apply to partial terminations at United's discretion.</p> <p>The fees associated with providing twelve (12) months run-out claims processing are included in United's monthly administrative fees as described in Exhibit A. No additional fee will apply to run-out claims processing, provided, however, if the Agreement is terminated prior to the end of the initial Term for any reason, there will be an additional fee, determined by United, for the remaining months of the run-out claims processing term.</p> <p><b>Suspension of Run-out Processing</b> If Customer does not pay the run-out fees it owes United when due as set forth above, United will notify Customer. If Customer does not make the required payment within five (5) business days of United's notice to Customer, United may stop issuing checks and non-draft payments and suspend its run-out</p>

Service	Comments
	claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.
	<b>Termination of Run-out Processing</b> Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.

## P. FLEXIBLE SPENDING ACCOUNT (FSA) SERVICES

Service	Comments
United will process claims for eligible Expenses (any treatment amount, service or supply paid or incurred by a Participant and eligible for reimbursement under the FSA Plan and pursuant to applicable sections of IRC). Claims for reimbursement of FSA Plan benefits must be submitted in a form that is satisfactory to United. United will determine whether a benefit claim is reimbursable under the FSA Plan provisions including an initial determination as to whether a claim is considered an Expense. Customer delegates to United the discretion and authority to use United's claim procedures and standards for benefit claim determination and reimbursement.	
The following sections of the Agreement do not apply to FSA services: <ul style="list-style-type: none"> <li>• Claim Recovery Services</li> <li>• Fraud and Abuse Management</li> <li>• Service Auditor Reports</li> </ul>	
<b>Standard FSA services including:</b>	
• Initial supply of standard employee brochures	
• Single claim submission with automatic roll-over from established feeds	
• Check minimum \$25	
• Daily payment cycle	
• Customer care professional representation during normal business hours.	
• Eligibility information processed via electronic file submission (FTP or EDT)	Two files per month
• Standard FSA banking arrangements using a separate bank account for FSA plan.	
• Direct deposit of payments to employee bank accounts including online administration.	Includes direct deposit administration and auto rollover election.
• Online account information	For participants enrolled in health plans administered by United.
<b>Standard FSA reports including:</b>	
• Monthly Participant Detail Reports	Detailed account status for each participant.
• Monthly Customer Change Reports	Details on all changes to program participation.
• Utilization Reports	Information on program utilization for participants with change in status.
• Executive Summary Report	Summarizing all detail on the Participant Detail Report and providing detail in current month being reported..
Monthly online account statements.	

## Q. COBRA SERVICES

Service	Comments
<p>Specific to COBRA Administrative Services United is not a “Named Fiduciary” of the Plan as defined by the IRC. For Section 1 Definitions, the term “Plan” will include health benefits which are subject to the continuation requirements of COBRA. In addition, the following sections of the Agreement do not apply to the COBRA Program services:</p> <ul style="list-style-type: none"> <li>• Claim Recovery Services and Third Party Liability Recovery</li> <li>• Fraud and Abuse Management</li> <li>• Benefit Determinations and Appeals</li> <li>• Service Auditor Reports</li> </ul> <p>Any reference to Summary Plan Description (SPD) assistance does not apply.</p> <p><b>Customer Responsibilities.</b> Customer will have final authority to decide all COBRA questions, including matters of clerical error concerning Qualified Beneficiaries' eligibility for continued coverage under Customer's Plan. Customer will assume sole responsibility for compliance with Customer obligations under COBRA, including establishing the amount the Qualified Beneficiary must contribute to continue coverage under the Plan (“Monthly Contribution Amounts”).</p> <p><b>United's Responsibilities.</b> Unless otherwise notified in writing, United will be entitled to conclusively presume that a Qualified Beneficiary's eligibility for COBRA continuation of coverage under the Plan has not terminated. In the event the Qualified Beneficiary's coverage terminates prior to the maximum continuation of coverage period (including termination for non-payment of the Monthly Contribution Rate), United will provide the Qualified Beneficiary with a written notice of early termination.</p> <p>United must be given written notice of any changes in Monthly Contributions Rates pursuant to federally mandated COBRA time frames. United may accept amounts sent by Qualified Beneficiaries which are less than the Monthly Contribution Rate and partial payments may, at our discretion, be returned to the Qualified Beneficiary.</p>	
<b>COBRA Administration Manual</b>	
<b>Customer Service</b> representatives will be available to respond to inquiries from Qualified Beneficiaries.	
<b>Reporting.</b> COBRA reports containing aggregated information will be available through United's web site.	
<b>Conversion privilege.</b> United will notify Qualified Beneficiaries regarding any available conversion privilege prior to the conclusion of the maximum continuation period as required by COBRA. At the expiration of the continuation period, (depending on the State), United will provide state continuation conversion enrollment materials to Qualified Beneficiaries.	
<b>Appeals.</b> United will provide the first level of appeal review in accordance with COBRA to communicate approval or denial of the first level appeal.	Customer will have final authority to decide discrepancies, including matters of clerical error, concerning Qualified Beneficiaries' eligibility for continued coverage under Customer's Plan.
<b>Termination.</b> United will return all amounts collected from Qualified Beneficiaries but not distributed as provided herein as of the date of termination to Customer, less any amounts owed by Customer to United under this Agreement or any other agreement to which Customer and United are parties.	
<b>COBRA &amp; Retiree/Direct Billing Set Up &amp; Maintenance</b>	
<b>COBRA Services</b>	
• COBRA/Direct Bill Continuant Takeover Administration	
• COBRA Ongoing Continuant Maintenance	
• Qualifying Event Notification, including timely distribution of election form with instructions, processing of enrollment forms, and premium billing services.	
• Notices: COBRA / HIPAA Initial Rights Notification WHCRA (Women's Health Cancer Rights Act)	
• Retro COBRA / HIPAA Initial Rights Notification WHCRA (Women's Health Cancer Rights Act)	
• HIPAA Privacy Notices	
• Active HIPAA Certificates - UHC Plan Only	
• Post COBRA / HIPAA Certificates of Coverage, UHC Plans; Non-UHC Plans	



Service	Comments
<b>Open Enrollment Services, including rate change notices, collection and processing of enrollment forms.</b> <ul style="list-style-type: none"> <li>Partial Open Enrollment</li> <li>Full Open Enrollment/Fulfillment and Distribution</li> </ul>	
<b>Retiree/Direct Bill Services</b> <ul style="list-style-type: none"> <li>Retiree / Direct Bill Ongoing Participant Services</li> <li>Past Due Notices to Participants</li> </ul>	
<b>Additional Services</b> <ul style="list-style-type: none"> <li>Texas State Continuation Notice/Cobra Expiration notice with Continuation</li> <li>Outside (non-UHC) Carrier Eligibility Feeds</li> <li>Premium Remittance</li> <li>COBRA Past Due Notices to Participants</li> </ul>	

## R. OPTIONAL SERVICES

As of the Effective Date United is not providing the service identified in this Section P. Customer may request that United provide the following services in addition to those set forth above. If elected, the service it will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee outlined in Exhibit B for these additional services as of the effective date of the service.

Service	Comments
<b>Onsite Services Coordinator</b>	<p>United will provide an Onsite Wellness Coordinator to deliver onsite Plan program support and coaching</p> <p>United shall be responsible for hiring, training, and educating the Onsite Wellness Coordinator. The services shall be performed in compliance with local, state and federal laws, rules and regulations.</p>
<b>Diabetes Health Plan Administration</b>	Administration of a Plan that provides Participants with 100% coverage for diabetes related office visits.
<b>Cardiology and Radiology Prior Authorization Programs</b>	The prior authorization program provides for a medical necessity review for certain cardiology and radiology procedures to ensure the provider's recommended services are consistent with evidence-based medicine guidelines.
<b>Onsite Wellness Coordinator</b>	The Onsite Wellness Coordinator will deliver onsite Plan program support and coaching United shall be responsible for hiring, training, and educating the Onsite Wellness Coordinator,. The services shall be performed in compliance with local, state and federal laws, rules and regulations.
<b>Rally Engaged</b>	<p>The Rally tools learn about Participants as they share details about themselves and their health status. An intuitive Health Survey gathers health and lifestyle information are used to personalize health trackers, suggestions, clinical or wellness programs.</p> <p>Strong engagement strategies help create a culture of health through a highly personalized digital wellness experience.</p>
<b>Personal Rewards w/Flex Outcomes</b>	Consumer incentive program with flexible solutions providing greater flexibility to tailor program design. Health actions, reward values, reward types and earning maximums are determined by Customer.
<b>Telephonic Health Coaching</b>	Telephonic Health Coaching provides personal coaching to effect positive behavior change. Participants are assisted to identify health risks, set goals, and develop personalized strategies that help empower them to make positive lifestyle changes and improve their health and well-being.
<b>Smoking Cessation Services (Quit4Life)</b>	United will provide Smoking Cessation Services for Customer eligible Participants. These services are designed to

Service	Comments
	proactively (i) identify Participants for outreach, (ii) provide coaching including telephonic call, web-portal programs and mail outreach, (iii) provide behavior modification that supports and reinforces lifestyle changes with respect to Participants' tobacco use, and (iv) integrate with Customer's other benefit offerings to ensure appropriate placement of Participants.

## EXHIBIT B –FEES

This exhibit lists the fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from January 1, 2018 through December 31, 2022. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

### Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based upon an estimated minimum of 1,502 enrolled Employees

#### **The Standard Medical Service Fees are the sum of the following:**

- \$50.76<sup>1, 2</sup> per Employee per month covered under the Choice Plus portion of the Plan, including vision, and COBRA PEPM charges.  
(Combined total of the following service fees: \$48.96 pepm medical administration, \$1.25 pepm vision administration, and \$.55 pepm COBRA administration)
- \$53.38<sup>1, 2</sup> per Employee per month covered under the Choice portion of the Plan , including vision, and COBRA PEPM charges.  
(Combined total of the following service fees: \$51.58 pepm medical administration, \$1.25 pepm vision administration, and \$.55 pepm COBRA administration)

The Standard Medical Service Fees escalator for years 2021 and 2022 is 3%.

**Average Contract Size: 2.28**

### Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

### Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount

Shared Savings Program	<p>Customer will pay a fee equal to twenty-nine percent (29%) of the Savings Obtained as a result of the Shared Savings Program, to be paid through a withdrawal from the Bank Account.</p> <p>The fee per individual claimant for Shared Savings will not exceed \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Standard Dental Administrative Service Fees <sup>3</sup>	<p>The Standard Dental Service Fees are the sum of \$3.12 per Employee per month covered under the Passive PPO portion of the Plan.</p> <p>The Standard Dental Service Fees escalator for years 2021 and 2022 is 3%.</p>
Standard Vision Administrative Service Fees <sup>3</sup> Customer will pay to United an administrative fee for administration of Customer's vision plan, and United shall pass through such received fees to its specialty services affiliate.	<p><sup>1</sup>\$1.25 per Employee per month is included in the Standard Medical Service Fees identified above.</p> <p>The Standard Vision Administrative Service Fees escalator for years 2021 and 2022 is 3%.</p>

#### **Flexible Spending Account Administrative Fees**

Service Description	Fee
FSA Administration	\$4.22 Per Enrollee Per Month (PEPM)
<b>Additional FSA Fees</b>	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Healthcare Spending Account Card	\$0.50 PEPM
Nondiscrimination testing (NDT)	\$500 per testing occurrence

#### **COBRA Administrative Fees**

		January 1, 2018 through December 31, 2022
<i>The following COBRA Services are included in the Standard Medical Service Fee identified above:</i>		
<b>COBRA and/or Direct Billing Set Up and Maintenance</b>		<sup>2</sup> \$0.55 PEPM is included in the Standard Medical Service Fees above
Group Setup Fee (one time fee at implementation)		Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)		Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)		n/a

<b>COBRA Services</b>	
Ongoing COBRA Continuant Per Month Charge	Included
Qualifying Event Notifications:	
Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included
Texas State Continuation Notification (per notice)	Included
Past Due Notices to Continuant (per notice, upon request)	Included

**Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.**

***The following Optional Services are billed independently of the Standard Medical Service Fee:***

***Retiree Billing Services***

Retiree Direct Billing (per continuant per month)	\$4.50
Past Due Notices to Continuant (per notice, upon request)	Included

***The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services***

***Employee Notification Services***

Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00
Medicare-D Notifications	\$0.95

***Open Enrollment Services***

Open Enrollment Service (per person) Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	\$8.00 Plus Postage
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*\*There is a \$100 minimum for Open Enrollment Services*

**\*United provides these certificates through its internal processes as part of standard services for UnitedHealthcare members.**

### Optional Service Fees

As of the Effective Date United is not providing the service identified below. If Customer requests United provide the service, Customer will pay the additional fee outlined below as of the effective date of the service.

Service Description	Fee
Onsite Services Coordinator	\$5.55 per Employee per month
Diabetes Health Plan	\$1.31 PEPM
Cardiology and Radiology Prior Authorization Programs	\$1.07 PEPM
Onsite Wellness Coordinator	\$7.77 PEPM
Rally Engaged	\$0.46 PEPM
Personal Rewards w/Flex Outcomes	\$1.64 PEPM
Telephonic Health Coaching	\$2.71 PEPM
Smoking Cessation Services (Quit4Life)	\$0.48 PEPM
Processing of run-out claims for twelve (12) months following termination	<p>The Standard Medical Service Fees identified above include six (6) months of run-out claims processing.</p> <p>The fee for run-out claims processing for an additional six (6) months is equal to the last one months' Standard Medical Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Term, a matured Standard Medical Service Fee will be used as the basis for the run-out fee.</p>

### Credits

#### **Wellness Allowance**

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. This credit is available during the first five years.

Pursuant to Customer's request, the Wellness Allowance amount may be used to pay for reasonable wellness-related programs or activities the County receives from United or Customer's third-party vendors incurred annually through December 31, 2022, provided the Agreement is not terminated. The wellness allowance may be used for wellness related programming and services such as wellness fairs, biometric screenings, and on site flu vaccinations. These annually allotted funds will be available as of the Effective Date, and on each anniversary of the Effective Date.

For Customer's third-party vendor provided wellness services, at Customer's written direction, United will pay wellness-related expenses directly to a Customer third-party vendor once the invoice is sent outlining the expenses Customer has incurred. Customer agrees that United is not responsible for the services Customer's third-party vendor provides, and Customer's third-party vendor is solely responsible for any services rendered to Customer or Participants. The invoices should be submitted within 60 days of the service being incurred. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of Participants, or to educate Participants about healthy lifestyles and choices.

Any wellness-related allowance amounts must comply with these conditions.

In the event that there is a dispute between Customer and Vendor over continuing to make the Vendor Fee payment, the Vendor Fee amount or frequency of the Vendor Fee payment, Customer and Vendor shall be the parties to resolve such dispute and shall hold United harmless in such disputes. In the event of any change whatsoever in the Vendor Fee, Customer shall immediately notify United of such change.

\$40,000 Wellness allowance in 2018

\$40,000 Wellness allowance in 2019

\$40,000 Wellness allowance in 2020

\$40,000 Wellness allowance in 2021

\$40,000 Wellness allowance in 2022

### **Fee Waiver**

United will provide a 1-month fee waiver in the 1st month of years 1-3 (2018 , 2019, and 2020) for all United medical services sold on a PEPM Basis (excluding commissions).

Conditions:

- Requires a three year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled Employee count within 15% of the quoted subscriber count of 1,502.
- 1-month fee waiver is calculated after any credits are applied.

Fee Waiver Early Termination Penalty:

- Termination prior to 1/1/2019 = 100% of fees waived
- Termination prior to 1/1/2020 = 50% of fees waived
- Termination prior to 1/1/2021 = 25% of fees waived

### **<sup>3</sup>Packaged Savings Program**

The Packaged Savings Program is a \$2.00 per-employee per-month (PEPM) credit to the Dental and Vision service fees based upon the medical administration and the Dental and Vision line of specialty coverage Customer has with United.

Packaged Savings Program credit is available effective January 1, 2018 for the initial 12 months that the eligible medical administration and the Dental and Vision line of specialty coverage remain in-force.

United reserves the right to revise or revoke this Packaged Savings Program credit under the following circumstances:

- The benefits requested and/or quoted change.
- Changes in federal, state or other applicable legislation or regulation require changes to the Packaged Savings Program.
- Specialty products can be added off-cycle from the medical product effective date. However, if the medical or specialty coverage terminates prior to December 31, 2018, any remaining Packaged Savings administrative credits will be forfeited.

## EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period January 1, 2018 through December 31, 2018, or as otherwise indicated (each twelve month period is a “Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

The maximum penalty payout across all guarantees for the Guarantee Period shall in no circumstances exceed 50% of total fees at risk across all guarantees.

Implementation -- Applies to First Year Only			
A formal implementation plan, which defines key tasks, dependencies and completion dates will be developed and agreed to by both parties. The lack of a mutually agreeable formal implementation plan will nullify these implementation guarantees in total. Failure on the customer's part to complete, by the agreed upon dates, the key dependent tasks associated with the implementation guarantees outlined below will also nullify that guarantee.			
Initial ID Card Issuance			
Definition	ID cards will be postmarked within the parameters set forth after the final eligibility data has been system loaded, passed a quality assurance check, passed a system load test and has been released to the ID card production area.		
Measurement	Percentage of cards issued		99%
	Issuance time frame, business days or less	business days	10
Criteria	Calculated on a pro-rated basis, based on the actual number of late cards as a percent of the total number of cards. ID card turnaround time guarantees are based on United's performance during the implementation process.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		



Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
<b>Claim Ready Date</b>		
Definition	Ready to pay electronic claims by the later of the effective date or within the designated number of days following the completion of key implementation tasks: (i) Account structure and benefit plan details are defined and written approval has been provided by the customer; (ii) final eligibility has been received and successfully tested by United; and (iii) if so negotiated, deductibles and lifetime maximums from the previous carrier received in a mutually agreed upon format, accurate, and loaded electronically.	
Measurement	Electronic claim ready by effective date or the later of business days or less	business days 18
Criteria	If any additional changes are received or requested after written approval is received, 10 additional business days will be required for changes affecting up to ten benefit plans (sets); 20 additional days will be required for changes affecting ten or more benefit plans (sets).	
Level	Customer specific	
Period	Initial implementation timeframe	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
<b>Eligibility Loading</b>		
Definition	Initial implementation electronic eligibility files will be loaded within the timeframe set forth following receipt of clean eligibility file.	
Measurement	Files loaded, in business days or less	business days 3
Criteria	Clean eligibility file once approved by Customer and/or its designee and United, which must be: a) error free; b) formatted per United's standards; and c) received by 12:00 p.m., EST on the scheduled date, or the guarantee period starts the following business day.	
Level	Customer specific	
Period	Initial implementation timeframe	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
<b>Claim Operations</b>		
<b>Time to Process in 10 Days</b>		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	business days 10
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	

Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50%		
	98.49% - 98.00%		
	97.99% - 97.50%		
	97.49% - 97.00		
	Below 97.00%		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50%		
	96.49% - 96.00%		
	95.99% - 95.50%		
	95.49% - 95.00%		
	Below 95.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed to Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less		
	34 seconds or less		
	36 seconds or less		
	38 seconds or less		
	Greater than 38 seconds		

Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads “Overall, how satisfied are you with the way we administers your medical health insurance plan?”	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$5,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads “How satisfied are you overall with UnitedHealthcare?”	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$5,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Pharmacy Financials  
January 1, 2018 through December 31, 2020

Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria	01/01/2018		01/01/2019	01/01/2020
	Combined Discount Guarantee			
	Retail Brand, Average Wholesale Price (AWP) less	18.3%	18.3%	18.3%
	Retail Brand -- 90 Day Supply, AWP less	21.7%	21.7%	21.7%
	Retail Generic - 30 and 90 Day, AWP less	77.0%	77.1%	77.3%
	Mail Order Brand, AWP less	23.2%	23.3%	23.4%
	Mail Order Generic, AWP less	80.0%	80.1%	80.3%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees			
	Retail Brand	\$1.00	\$0.95	\$0.90
	Retail Brand -- 90 Day Supply	\$0.57	\$0.57	\$0.57
	Retail Generic	\$1.00	\$0.95	\$0.90
	Retail Generic -- 90 Day Supply	\$0.57	\$0.57	\$0.57
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Minimum Rebate Guarantee (Traditional PDL)			
	Rebate Sharing Percentage	100.0%	100.0%	100.0%
	Basis, per script	Brand	Brand	Brand
Retail	\$124.24	\$161.57	\$181.96	
Mail Order	\$219.50	\$232.52	\$254.30	
Specialty	Included In Retail	Included In Retail	Included In Retail	
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount Discounts	The amount the actual discounts are less than the combined contracted discount amount.			
Payment Amount Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount Rebates	The amount the combined actual Rebate amount are less than the combined guaranteed Rebate amount.			
Conditions	<b>Discount Specific Conditions</b> <ul style="list-style-type: none"><li>• Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs</li><li>The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component.</li><li>• Does not apply to items covered under the Plan for which no AWP measure exists.</li><li>• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li><li>• The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items.</li></ul>			

- The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.

- The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.

#### **Rebate Specific Conditions**

- Assumes implementation of United's Traditional PDL

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
- if Customer changes or does not elect an Incented plan design
- United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.
- Specialty rebates are included in the guaranteed retail per-script rebates above.
- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. These administrative fees are included in the guaranteed per-script rebates above.

#### **General Conditions**

- On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- A minimum of 1,352 Employees and 3,078 Participants enrolled in the pharmacy plan is required.
- The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.
- All pricing guarantees require the selection of United as the exclusive mail provider and a mail benefit design as applicable to the historical data provided for the purpose of this cost proposal. All rates and fees are subject to change otherwise.
- United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote;
- f) if Customer changes their mail service benefit.

TRRX  
(05/2015)

Specialty Pharmacy					
Specialty Pharmacy Discount Guarantee					
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network				
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.				
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.				
Conditions	<ul style="list-style-type: none"> <li>Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li> <li>Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded.</li> <li>United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark</li> </ul>				
Specialty Drug Category	Brand Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Brand Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	13.0%	HIV	TIVICAY	12.5%
ANEMIA	EPOGEN	13.2%	HIV	TRIUMEQ	13.5%
ANEMIA	PROCRIT	13.6%	HIV	TRIZIVIR	14.2%
ANTIHYPERLIPIDE MIC	JUXTAPID	14.2%	HIV	TRUVADA	13.4%
ANTIHYPERLIPIDE MIC	KYNAMRO	11.4%	HIV	TYBOST	13.5%
ANTIHYPERLIPIDE MIC	PRALUENT	13.5%	HIV	VIDEX	14.3%
ANTIHYPERLIPIDE MIC	REPATHA	13.5%	HIV	VIDEX EC	14.3%
ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	VIRACEPT	14.2%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	VIRAMUNE	14.2%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIRAMUNE XR	14.2%
CNS AGENTS	SABRIL	14.3%	HIV	VIREAD	14.2%
CNS AGENTS	TETRABENAZINE	14.5%	HIV	ZERIT	14.3%
CNS AGENTS	XENAZINE	14.5%	HIV	ZIAGEN	14.2%
CNS AGENTS	XYREM	5.5%	HIV	ZIDOVUDINE	13.5%
CYSTIC FIBROSIS	BETHKIS	13.5%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	CAYSTON	14.0%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	KALYDECO	11.8%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	KITABIS PAK	12.1%	INFERTILITY	CETROTIDE	13.5%

CYSTIC FIBROSIS	ORKAMBI	13.5%	INFERTILITY	CHORIONIC GONADOTROPIN	10.0%
CYSTIC FIBROSIS	PULMOZYME	12.1%	INFERTILITY	FOLLISTIM AQ	13.2%
CYSTIC FIBROSIS	TOBI	12.1%	INFERTILITY	GANIRELIX ACETATE	10.0%
CYSTIC FIBROSIS	TOBI PODHALER	13.5%	INFERTILITY	GONAL-F	22.8%
CYSTIC FIBROSIS	TOBRAMYCIN	12.1%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	HUMAN CHORIONIC GONADOTROPIN	10.0%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	NOVAREL	12.1%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	OVIDREL	13.5%
ENDOCRINE	CYSTADANE	10.0%	INFERTILITY	PREGNYL	10.0%
ENDOCRINE	CYSTARAN	7.3%	INFLAMMATORY CONDITIONS	ACTEMRA	13.5%
ENDOCRINE	EGRIFTA	13.5%	INFLAMMATORY CONDITIONS	CIMZIA	12.6%
ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	ENBREL	12.4%
ENDOCRINE	H.P. ACTHAR	12.0%	INFLAMMATORY CONDITIONS	HUMIRA	14.6%
ENDOCRINE	KEVEYIS	10.9%	INFLAMMATORY CONDITIONS	KINERET	13.1%
ENDOCRINE	KORLYM	11.4%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	KUVAN	12.6%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	SIMPONI	12.6%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	STELARA	11.7%
ENDOCRINE	OCTREOTIDE ACETATE	13.7%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	RAVICTI	11.9%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SAMSCA	12.6%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SANDOSTATIN	13.7%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SIGNIFOR	7.9%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	SODIUM PHENYLBUTYRATE	13.5%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	SOMATULINE DEPOT	11.9%	MULTIPLE SCLEROSIS	AVONEX	12.2%
ENDOCRINE	SOMAVERT	10.6%	MULTIPLE SCLEROSIS	BETASERON	13.5%
ENDOCRINE	SYPRINE	12.7%	MULTIPLE SCLEROSIS	COPAXONE	13.5%
ENDOCRINE	THIOLA	11.4%	MULTIPLE SCLEROSIS	EXTAVIA	12.6%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	ORFADIN	-3.0%	MULTIPLE SCLEROSIS	GLATOPA	13.5%

ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
ENZYME DEFICIENCY	SUCRAID	10.9%	MULTIPLE SCLEROSIS	REBIF	13.3%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.3%
GAUCHERS DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	13.9%	NEUTROPENIA	LEUKINE	13.7%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.2%	NEUTROPENIA	NEULASTA	13.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	12.6%	NEUTROPENIA	NEUPOGEN	13.5%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	14.2%	NEUTROPENIA	ZARXIO	13.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	12.4%	ONCOLOGY - INJECTABLE	INTRON A	13.0%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	12.4%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.8%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
GROWTH HORMONE DEFICIENCY	SAIZEN	16.2%	ONCOLOGY - ORAL	AFINITOR	12.6%
GROWTH HORMONE DEFICIENCY	SEROSTIM	11.2%	ONCOLOGY - ORAL	AFINITOR DISPERZ	12.6%
GROWTH HORMONE DEFICIENCY	ZOMACTON	13.5%	ONCOLOGY - ORAL	ALECENSA	13.5%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.0%	ONCOLOGY - ORAL	BEXAROTENE	13.5%
HEMATOLOGIC	BERINERT	5.5%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - ORAL	CAPECITABINE	13.2%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMATOLOGIC	MOZOBIL	12.6%	ONCOLOGY - ORAL	COMETRIQ	10.6%
HEMATOLOGIC	PROMACTA	12.6%	ONCOLOGY - ORAL	COTELLIC	13.5%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	ADVATE	38.7%	ONCOLOGY - ORAL	FARYDAK	13.5%
HEMOPHILIA	ADYNOVATE	13.5%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	36.8%	ONCOLOGY - ORAL	GLEEVEC	14.2%
HEMOPHILIA	ALPHANINE SD	30.5%	ONCOLOGY - ORAL	HYCANTIN	14.8%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	IBRANCE	13.5%
HEMOPHILIA	BEBULIN	12.7%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHILIA	BENEFIX	7.3%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHILIA	COAGADEX	30.0%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHILIA	CORIFACT	13.5%	ONCOLOGY - ORAL	IRESSA	13.5%



HEMOPHILIA	ELOCTATE	24.8%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHILIA	FEIBA	31.1%	ONCOLOGY - ORAL	LENVIMA	13.5%
HEMOPHILIA	FEIBA NF	31.1%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHILIA	HELIXATE FS	36.9%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHILIA	HEMOPIL M	41.9%	ONCOLOGY - ORAL	MATULANE	12.5%
HEMOPHILIA	HUMATE-P	24.3%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHILIA	IXINITY	7.3%	ONCOLOGY - ORAL	MESNEX	13.5%
HEMOPHILIA	KOATE-DVI	40.9%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHILIA	KOGENATE FS	39.9%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHILIA	MONOCLATE-P	29.6%	ONCOLOGY - ORAL	ODOMZO	13.5%
HEMOPHILIA	MONONINE	29.6%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA	NOVOEIGHT	24.8%	ONCOLOGY - ORAL	REVLIMID	9.6%
HEMOPHILIA	NOVOSEVEN RT	34.1%	ONCOLOGY - ORAL	SPRYCEL	14.5%
HEMOPHILIA	NUWIQ	13.5%	ONCOLOGY - ORAL	STIVARGA	13.5%
HEMOPHILIA	PROFILNINE	13.4%	ONCOLOGY - ORAL	SUTENT	13.5%
HEMOPHILIA	PROFILNINE SD	13.4%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEMOPHILIA	RECOMBINATE	37.4%	ONCOLOGY - ORAL	TAGRISSE	13.5%
HEMOPHILIA	RIXUBIS	7.3%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEMOPHILIA	TRETTEN	13.5%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA	WILATE	13.5%	ONCOLOGY - ORAL	TEMODAR	14.2%
HEMOPHILIA	XYNTHA	13.5%	ONCOLOGY - ORAL	TEMOZOLOMIDE	14.2%
HEPATITIS B	ADEFOVIR DIPVOXIL	13.2%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS B	BARACLUDE	13.2%	ONCOLOGY - ORAL	TRETINOIN	18.1%
HEPATITIS B	ENTECAVIR	13.2%	ONCOLOGY - ORAL	TYKERB	14.0%
HEPATITIS B	EPIVIR HBV	12.2%	ONCOLOGY - ORAL	VENCLEXTA	13.5%
HEPATITIS B	HEPSERA	13.2%	ONCOLOGY - ORAL	VOTRIENT	12.6%
HEPATITIS B	LAMIVUDINE HBV	12.2%	ONCOLOGY - ORAL	XALKORI	13.5%
HEPATITIS B	TYZEKA	13.2%	ONCOLOGY - ORAL	XELODA	13.2%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	XTANDI	13.5%
HEPATITIS C	HARVONI	14.5%	ONCOLOGY - ORAL	ZELBORAF	12.2%
HEPATITIS C	OLYSIO	13.5%	ONCOLOGY - ORAL	ZOLINZA	14.2%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HEPATITIS C	PEGINTRON	14.2%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS C	SOVALDI	13.5%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - TOPICAL	TARGRETIN	13.5%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HEPATITIS C	ZEPATIER	13.5%	OSTEOPOROSIS	FORTEO	13.2%
HIV	ABACAVIR	14.2%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	ABACAVIR SULFATE/LAMIVUD INE/ZIDOVUDINE	14.2%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	APTIVUS	14.3%	PULMONARY DISEASE	OFEV	12.5%
HIV	ATRIPLA	13.3%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	COMBIVIR	13.5%	PULMONARY HYPERTENSION	ADEMPAS	12.5%

HIV	COMPLERA	13.5%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	CRIVAN	14.3%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	DIDANOSINE	14.3%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	EDURANT	13.5%	PULMONARY HYPERTENSION	REVATIO	12.7%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	SILDENAFIL	12.7%
HIV	EPIVIR	13.2%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	12.7%
HIV	EPZICOM	13.5%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	UPTRAVI	14.0%
HIV	GENVOYA	13.5%	PULMONARY HYPERTENSION	VENTAVIS	+10.4%
HIV	INTELENCE	12.6%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	INVIRASE	14.3%	TRANSPLANT	CELLCEPT	12.5%
HIV	ISENTRESS	11.7%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	KALETRA	13.5%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	LAMIVUDINE	13.2%	TRANSPLANT	ENVARUS XR	13.5%
HIV	LAMIVUDINE/ZIDOVUDINE	13.5%	TRANSPLANT	GENGRAF	17.6%
HIV	LEXIVA	14.2%	TRANSPLANT	HECORIA	13.4%
HIV	NEVIRAPINE	14.2%	TRANSPLANT	MYCOPHENOLATE MOFETIL	11.7%
HIV	NEVIRAPINE ER	14.2%	TRANSPLANT	MYCOPHENOLIC ACID	13.5%
HIV	NORVIR	13.2%	TRANSPLANT	MYCOPHENOLIC ACID DR	13.5%
HIV	PREZCOBIX	13.5%	TRANSPLANT	MYFORTIC	13.5%
HIV	PREZISTA	14.2%	TRANSPLANT	NEORAL	13.2%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	PROGRAF	13.4%
HIV	RETROVIR	13.5%	TRANSPLANT	RAPAMUNE	13.5%
HIV	REYATAZ	13.5%	TRANSPLANT	SANDIMMUNE	26.0%
HIV	SELZENTRY	12.6%	TRANSPLANT	SIROLIMUS	13.5%
HIV	STAVUDINE	12.6%	TRANSPLANT	TACROLIMUS	12.1%
HIV	STRIBILD	13.0%	TRANSPLANT	TACROLIMUS MONOHYDRATE	12.1%
HIV	SUSTIVA	14.2%	TRANSPLANT	ZORTRESS	13.5%

\*Includes Nebulizer

NOTE: Can only dispense Anemia and Neutropenia drugs where they are adjunct therapy to Hepatitis-C.

## **EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its affiliates (“Business Associate”) and Williamson County (“Covered Entity”) and is effective on 1/1/2018 (Effective Date).

The parties hereby agree as follows:

### **1. DEFINITIONS**

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).
- 1.2 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.3 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.4 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

### **2. RESPONSIBILITIES OF BUSINESS ASSOCIATE**

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate’s failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Rule.

- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

### **3. RESPONSIBILITIES OF COVERED ENTITY**

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

### **4. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R. 164.512 in accordance with the Privacy Rule.
- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

## 5. TERMINATION

- 5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.
- 5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

## 6. MISCELLANEOUS

- 6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.
- 6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

## **FINANCIAL AND TERMS AMENDMENT NO. 1**

This Amendment ("Amendment No. 1") to the underlying Administrative Services Agreement ("Agreement" or "Contract No. 911463") between United HealthCare Services, Inc. and its affiliates ("United") and Williamson County, Texas ("Customer") is effective on January 1, 2018, or as otherwise indicated and is amended as specifically set forth herein to incorporate the terms and conditions of this Amendment No. 1. The parties agree that the below referenced rates and terms will be applied to the period January 1, 2018 through December 1, 2018 in resolution of missing administrative details that should have been included previously and to resolve any conflict between the original contract and this amendment." As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

### **Contract No. 911463**

Any capitalized terms used in this Amendment No. 1 have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

**Exhibit A, Section A3 Providing Funds of the Agreement is replaced in its entirety with the following Section A3 Providing Funds:**

### **Section A3 Providing Funds**

**Responsibility for Payment of Plan Benefits.** The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits except when Customer is recognized as both the provider of covered services and the payee and check suppression services apply.

**Bank Account.** United, on Customer's behalf, will open and maintain a Bank Account at the Bank under United's sole control ("Bank") to provide United the means to access Customer's funds for the purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments), or other Customer financial obligations and, when authorized by Customer, fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United's self-funded customers. The funds in the Bank Account are Customer's and will not be comingled with any other customer funds.

### **Applicable to Medical Claims Administration**

**Balance In Account.** Customer will maintain a minimum balance in the Bank Account in an amount equal to not less than 6 days of expected Bank Account activity. United will reasonably establish this amount based on expected Plan payment obligations, with appropriate adjustments for anticipated non-daily activity (e.g., prescription drug benefits and fee payments) as determined by United. United will determine if circumstances warrant increasing this minimum balance, and will notify Customer if and when the required minimum balance changes.

The required minimum balance is based on Customer's financial condition as assessed by United. In the event United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may revise the required balance effective five (5) days from the date of notice to Customer.

### **Applicable to FSA Claims Administration**

**Balance In Account.** Customer shall not be required to maintain a minimum balance in the Bank Account.

The allowance not to maintain a minimum balance is based on Customer maintaining compliance with the material financial obligations specified in this Agreement. In the event United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may require Customer to maintain a minimum balance effective five (5) days from the date of notice to Customer.

**Issuing and Providing Funds for Checks and Non-Draft Payments.** Checks and/or non-draft payments will be written on and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

**Transfers of Funds.** Funds will also be withdrawn from the Bank Account when a transfer of funds has been made electronically. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments or expenses as they are issued.

#### **Applicable to Medical Claims Administration**

**Calls for Funds.** The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each medical claims administration banking day to satisfy the previous day's liability.

Every 5 business days, United will notify Customer of the funding amounts that are due by providing a funding notification and an associated detail report to Customer, via electronic mail, by 9:30 am CST/10:30 am EST. The weekly funding notification shall reflect the aggregated claims charges that United has processed and has paid electronically, or if paid by check has cleared through United's omnibus check writing bank account for payment for the prior weekly Bank days' period ending on the prior business day. The detail report identifies the payments by structure.

If United does not provide the daily funding notification to Customer by 9:30 am CST in accordance with this Section, Customer shall not be required to fund the amount of the funding notification due until the following business day.

If the day that the funding notice is provided pursuant to this Section is a Bank holiday (where the Bank is closed), United shall provide the daily funding notification on the immediately preceding business day that is not a Bank holiday.

If the day that the funding notice is provided pursuant to this Section is a County Holiday or Staff Development day United shall provide the daily funding notification and the County will process the payment funding on the next business day.

Upon notice to Customer of the amount due, Customer will fund the designated amount(s) within one business days via Automated Clearing House (ACH) transfer to the designated Bank Account for payment of Plan benefits. Customer will initiate the fund transfers unless United determines that Customer fails to comply with the material funding and financial obligations specified in this Agreement. If such a condition occurs, Customer agrees to authorize United to initiate the transfers. The number of days between transfers and the method of transfer are based Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement.

#### **Applicable to FSA Claims Administration**

**Calls for Funds.** The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each FSA claims administration banking day to satisfy the previous day's liability.

Every business day, United will notify Customer of the funding amounts that are due by providing a funding notification and an associated detail report to Customer, via electronic mail, by 9:30 am CST/10:30 am EST. The daily funding notification shall reflect the aggregated claims charges that United has processed and has paid electronically, or if paid by check has cleared through United's omnibus check writing bank account for payment for the prior daily Bank days' period ending on the prior business day. The detail report identifies the payments by structure.

If United does not provide the daily funding notification to Customer by 9:30 am CST in accordance with this Section, Customer shall not be required to fund the amount of the funding notification due until the following business day.

If the day that the funding notice is provided pursuant to this Section is a Bank holiday (where the Bank is closed), United shall provide the daily funding notification on the immediately preceding business day that is not a Bank holiday.

If the day that the funding notice is provided pursuant to this Section is a County Holiday or Staff Development day United shall provide the daily funding notification and the County will process the payment funding on the next business day.

Upon notice to Customer of the amount due, Customer will fund the designated amount(s) within one business days via wire transfer to the designated Bank Account for payment of Plan benefits. Customer will initiate the fund transfers unless United determines that Customer fails to comply with the material funding and financial obligations specified in this Agreement. If such a condition occurs, Customer agrees to authorize United to initiate the transfers. The number of days between transfers and the method of transfer are based Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement.

**Underfunding.** If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may stop issuing checks and non-draft payments and suspend any of its other services under this Agreement for the period of time Customer does not provide the required funding. (4) If Customer does not correct the funding deficiency within three banking days of United's notice to Customer, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding in accordance with Texas Government Code Chapter 2251.

**Stop Payments on Outstanding Checks.** At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in its own designated funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

**Funding After Termination.** When this Agreement terminates, the funding method will remain in place for the length of the run-out period. After the run-out period has ended, that funding method will cease and Customer will deposit and maintain in the Bank Account sufficient funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks and other funding obligations. This period will be reasonable, as determined by United. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

**Effective October 1, 2018 Exhibit A, Section I Care Management and Outreach Services in Exhibit A is amended by the addition of Obesity and Diabetes Prevention (Real Appeal) Services:**

Service	Comments
Obesity and Diabetes Prevention Services, customizable program delivered to eligible Participants with a goal of preventing diabetes and other obesity related diseases. The program uses a 52-week approach with online technology and live audio/video capabilities.	Services are delivered by United Network Providers. At the Customer's request, United can direct bill for these services



## EXHIBIT B –FEES

**The following financial terms are effective for the period January 1, 2018 through December 31, 2022.**

This exhibit lists the fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from January 1, 2018 through December 31, 2022. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

### Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based upon an estimated minimum of 1,502 enrolled Employees

**The Standard Medical Service Fees are the sum of the following:**

#### January 1, 2018 through December 31, 2020

- \$48.51<sup>1</sup> per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$47.96 pepm medical administration and \$.55 pepm COBRA administration)
- \$51.13<sup>1</sup> per Employee per month covered under the Nexus portion of the Plan , including COBRA PEPM charges.  
(Combined total of the following service fees: \$50.58 pepm medical administration and \$.55 pepm COBRA administration)

#### January 1, 2021 through December 31, 2021

- \$49.96<sup>1</sup> per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$49.41 pepm medical administration and \$.55 pepm COBRA administration)
- \$52.66<sup>1</sup> per Employee per month covered under the Nexus portion of the Plan , including COBRA PEPM charges.  
(Combined total of the following service fees: \$52.11 pepm medical administration and \$.55 pepm COBRA

#### January 1, 2021 through December 31, 2021

- \$51.46<sup>1</sup> per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$50.91 pepm medical administration and \$.55 pepm COBRA administration)
- \$54.24<sup>1</sup> per Employee per month covered under the Nexus portion of the Plan , including COBRA PEPM charges.  
(Combined total of the following service fees: \$53.69 pepm medical administration and \$.55 pepm COBRA

**Average Contract Size: 2.28**

### Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

### Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Shared Savings Program	<p>Customer will pay a fee equal to twenty-nine percent (29%) of the Savings Obtained as a result of the Shared Savings Program, to be paid through a withdrawal from the Bank Account.</p> <p>The fee per individual claimant for Shared Savings will not exceed \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Standard Dental Administrative Service Fees <sup>2</sup>	<p>The Standard Dental Service Fees are the sum of \$3.12 per Employee per month covered under the Passive PPO portion of the Plan.</p> <p>The Standard Dental Service Fees escalator for years 2021 and 2022 is 3%.</p>

**Flexible Spending Account Administrative Fees**

Service Description	Fee
FSA Administration	\$4.22 Per Enrollee Per Month (PEPM)
<b>Additional FSA Fees</b>	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Healthcare Spending Account Card	\$0.50 PEPM
Nondiscrimination testing (NDT)	\$500 per testing occurrence

**COBRA Administrative Fees**

		January 1, 2018 through December 31, 2021
<b>The following COBRA Services are included in the Standard Medical Service Fee identified above:</b>		
<b>COBRA and/or Direct Billing Set Up and Maintenance</b>		<sup>2</sup> \$0.55 PEPM is included in the Standard Medical Service Fees above
Group Setup Fee (one time fee at implementation)		Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)		Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)		n/a
<b>COBRA Services</b>		
Ongoing COBRA Continuant Per Month Charge		Included
Qualifying Event Notifications:		
Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)		Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)		Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification		Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)		Included
Texas State Continuation Notification (per notice)		Included
Past Due Notices to Continuant (per notice, upon request)		Included
<b>Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.</b>		
<b>The following Optional Services are billed independently of the Standard Medical Service Fee:</b>		
<b>Retiree Billing Services</b>		
Retiree Direct Billing (per continuant per month)		\$4.50
Past Due Notices to Continuant (per notice, upon request)		Included
<b>The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services</b>		
<b>Employee Notification Services</b>		
Retro COBRA / HIPAA Initial Rights Notices (per notice)		\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*		\$3.00
HIPAA Privacy Notices (per notice)		\$3.00
Medicare-D Notifications		\$0.95
<b>Open Enrollment Services</b>		
Open Enrollment Service (per person)		\$8.00 Plus Postage

Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client

*\*There is a \$100 minimum for Open Enrollment Services*

\*United provides these certificates through its internal processes as part of standard services for UnitedHealthcare members.

### Optional Service Fees

As of the Effective Date United is not providing the service identified below. If Customer requests United provide the service, Customer will pay the additional fee outlined below as of the effective date of the service.

Service Description	Fee
Onsite Services Coordinator	\$5.55 per Employee per month
Diabetes Health Plan	\$1.31 PEPm
Cardiology and Radiology Prior Authorization Programs	\$1.07 PEPm
Onsite Wellness Coordinator	\$7.77 PEPm
Rally Engaged	\$0.46 PEPm
Personal Rewards w/Flex Outcomes	\$1.64 PEPm
Telephonic Health Coaching	\$2.71 PEPm
Smoking Cessation Services (Quit4Life)	\$0.48 PEPm
Processing of run-out claims for twelve (12) months following termination	The Standard Medical Service Fees identified above include six (6) months of run-out claims processing.  The fee for run-out claims processing for an additional six (6) months is equal to the last one months' Standard Medical Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Term, a matured Standard Medical Service Fee will be used as the basis for the run-out fee.

### Credits

#### **Wellness Allowance**

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. This credit is available during the first five years.

Pursuant to Customer's request, the Wellness Allowance amount may be used to pay for reasonable wellness-related programs or activities the County receives from United or Customer's third-party vendors incurred annually through December 31, 2022, provided the Agreement is not terminated. The wellness allowance may be used for wellness related programming and services such as wellness fairs, biometric screenings, and on site flu vaccinations. These annually allotted funds will be available as of the Effective Date, and on each anniversary of the Effective Date.

For Customer's third-party vendor provided wellness services, at Customer's written direction, United will pay wellness-related expenses directly to a Customer third-party vendor once the invoice is sent outlining the expenses Customer has incurred. Customer agrees that United is not responsible for the services Customer's third-party vendor provides, and Customer's third-party vendor is solely responsible for any services rendered to Customer or Participants. The invoices should be submitted within 60 days of the service being incurred. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of Participants, or to educate Participants about healthy lifestyles and choices.

Any wellness-related allowance amounts must comply with these conditions.

In the event that there is a dispute between Customer and Vendor over continuing to make the Vendor Fee payment, the Vendor Fee amount or frequency of the Vendor Fee payment, Customer and Vendor shall be the parties to resolve such dispute and shall hold United harmless in such disputes. In the event of any change whatsoever in the Vendor Fee, Customer shall immediately notify United of such change.

\$40,000 Wellness allowance in 2018 \$40,000 Wellness allowance in 2019

\$40,000 Wellness allowance in 2020

\$40,000 Wellness allowance in 2021

\$40,000 Wellness allowance in 2022

#### **Fee Waiver**

United will provide a 1-month fee waiver in the 1st month of years 1-3 (2018 , 2019, and 2020) for all United medical services sold on a PEPM Basis (excluding commissions).

#### **Conditions:**

- Requires a three year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled Employee count within 15% of the quoted subscriber count of 1,502.
- 1-month fee waiver is calculated after any credits are applied.

#### **Fee Waiver Early Termination Penalty:**

- Termination prior to 1/1/2019 = 100% of fees waived
- Termination prior to 1/1/2020 = 50% of fees waived
- Termination prior to 1/1/2021 = 25% of fees waived

#### **<sup>2</sup>Packaged Savings Program**

The Packaged Savings Program is a \$2.00 per-employee per-month (PEPM) credit to the Dental and Vision service fees based upon the medical administration and the Dental and Vision line of specialty coverage Customer has with United.

Packaged Savings Program credit is available effective January 1, 2018 for the initial 12 months that the eligible medical administration and the Dental and Vision line of specialty coverage remain in-force.

United reserves the right to revise or revoke this Packaged Savings Program credit under the following circumstances:

- The benefits requested and/or quoted change.
- Changes in federal, state or other applicable legislation or regulation require changes to the Packaged Savings Program.
- Specialty products can be added off-cycle from the medical product effective date. However, if the medical or specialty coverage terminates prior to December 31, 2018, any remaining Packaged Savings administrative credits will be forfeited.

This Amendment No. 1 will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

**Williamson County**


**United HealthCare Services, Inc.**

By   
Authorized Signature

Name Dan A Gatto

Title County Clerk

Date 12-19-2018

By   
Authorized Signature

Name Holly Durinick

Title Regional Contract Manager

Date 12/31/2018

ASA AMEND 7.2016

## FINANCIAL RENEWAL AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. and its affiliates ("United") and Williamson County ("Customer"), Contract No. 911463, and is effective on January 1, 2019 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

**Williamson County**

**United HealthCare Services, Inc.**

By

Authorized Signature

Print Name

DAVID GATTI

Print Title

County Judge

Date

12-19-2018

By

Authorized Signature

Print Name

Holly Durinick

Print Title

Regional Contract Manager

Date

12/31/2018

Renewal 3Q 2016



The Administrative Services Agreement is amended on January 1, 2019 as noted below.

## EXHIBIT B –FEES

The following financial terms are effective for the period January 1, 2019 through December 31, 2022, or as otherwise indicated.

This exhibit lists the fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from January 1, 2019 through December 31, 2022. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

### Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based upon an estimated minimum of 1,523 enrolled Employees

**The Standard Medical Service Fees are the sum of the following:**

#### January 1, 2019 through December 31, 2020

- \$51.03<sup>1</sup> per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$50.48 pepm medical administration and \$.55 pepm COBRA administration)
- \$53.65<sup>1</sup> per Employee per month covered under the Nexus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$53.10 pepm medical administration and \$.55 pepm COBRA administration)

#### January 1, 2021 through December 31, 2021

- \$52.56<sup>1</sup> per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$52.01 pepm medical administration and \$.55 pepm COBRA administration)
- \$55.26<sup>1</sup> per Employee per month covered under the Nexus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$54.71 pepm medical administration and \$.55 pepm COBRA administration)

#### January 1, 2022 through December 31, 2022

- \$54.14<sup>1</sup> per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$53.59 pepm medical administration and \$.55 pepm COBRA administration)
- \$56.92<sup>1</sup> per Employee per month covered under the Nexus portion of the Plan, including COBRA PEPM charges.  
(Combined total of the following service fees: \$56.37 pepm medical administration and \$.55 pepm COBRA administration)

**Average Contract Size: 2.23****Pharmacy AWP Contract Rate**

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

**Other Fees**

<b>Service Description</b>	<b>Fee</b>
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Shared Savings Program	<p>Customer will pay a fee equal to twenty-nine percent (29%) of the Savings Obtained as a result of the Shared Savings Program, to be paid through a withdrawal from the Bank Account.</p> <p>The fee per individual claimant for Shared Savings will not exceed \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Standard Dental Administrative Service Fees <sup>2</sup>	<p>The Standard Dental Service Fees are the sum of \$3.12 per Employee per month covered under the Passive PPO portion of the Plan.</p> <p>The Standard Dental Service Fees escalator for years 2021 and 2022 is 3%.</p>

### Flexible Spending Account Administrative Fees

Effective January 1, 2019 through December 31, 2022

Service Description	Fee
FSA Administration	\$4.22 Per Enrollee Per Month (PEPM)
<b>Additional FSA Fees</b>	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Healthcare Spending Account Card	\$0.50 PEPM
Nondiscrimination testing (NDT)	\$500 per testing occurrence

### COBRA Administrative Fees

		January 1, 2019 through December 31, 2022
<i>The following COBRA Services are included in the Standard Medical Service Fee identified above:</i>		
<i>COBRA and/or Direct Billing Set Up and Maintenance</i>		<sup>2</sup> \$0.55 PEPM is included in the Standard Medical Service Fees above
Group Setup Fee (one time fee at implementation)		Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)		Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)		n/a
<b>COBRA Services</b>		
Ongoing COBRA Continuant Per Month Charge		Included
Qualifying Event Notifications:		
Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)		Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)		Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification		Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)		Included
Texas State Continuation Notification (per notice)		Included
Past Due Notices to Continuant (per notice, upon request)		Included

*Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.*

<i>The following Optional Services are billed independently of the Standard Medical Service Fee:</i>	
<b>Retiree Billing Services</b>	
Retiree Direct Billing (per continuant per month)	\$4.50
Past Due Notices to Continuants (per notice, upon request)	Included
<b>The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services</b>	
<b>Employee Notification Services</b>	
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00
Medicare-D Notifications	\$0.95
<b>Open Enrollment Services</b>	
Open Enrollment Service (per person)	\$8.00
Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	Plus Postage
<i>*There is a \$100 minimum for Open Enrollment Services</i>	
<i>*United provides these certificates through its internal processes as part of standard services for UnitedHealthcare members.</i>	

### Credits

#### **Wellness Allowance**

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. This credit is available during the first five years.

Pursuant to Customer's request, the Wellness Allowance amount may be used to pay for reasonable wellness-related programs or activities the County receives from United or Customer's third-party vendors incurred annually through December 31, 2022, provided the Agreement is not terminated. The wellness allowance may be used for wellness related programming and services such as wellness fairs, biometric screenings, and on site flu vaccinations. These annually allotted funds will be available as of the Effective Date, and on each anniversary of the Effective Date.

For Customer's third-party vendor provided wellness services, at Customer's written direction, United will pay wellness-related expenses directly to a Customer third-party vendor once the invoice is sent outlining the expenses Customer has incurred. Customer agrees that United is not responsible for the services Customer's third-party vendor provides, and Customer's third-party vendor is solely responsible for any services rendered to Customer or Participants. The invoices should be submitted within 60 days of the service being incurred. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of Participants, or to educate Participants about healthy lifestyles and choices.

Any wellness-related allowance amounts must comply with these conditions.

In the event that there is a dispute between Customer and Vendor over continuing to make the Vendor Fee payment, the Vendor Fee amount or frequency of the Vendor Fee payment, Customer and Vendor shall be the parties to resolve such dispute and shall hold United harmless in such disputes. In the event of any change whatsoever in the Vendor Fee, Customer shall immediately notify United of such change.

\$40,000 Wellness allowance in 2018

\$40,000 Wellness allowance in 2019

\$40,000 Wellness allowance in 2020

\$40,000 Wellness allowance in 2021

\$40,000 Wellness allowance in 2022

### **Fee Waiver**

United will provide a 1-month fee waiver in the 1st month of years 1-3 (2018 , 2019, and 2020) for all United medical services sold on a PEPM Basis (excluding commissions).

Conditions:

- Requires a three year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled Employee count within 15% of the quoted subscriber count of 1,502.
- 1-month fee waiver is calculated after any credits are applied.

Fee Waiver Early Termination Penalty:

- Termination prior to 1/1/2019 = 100% of fees waived
- Termination prior to 1/1/2020 = 50% of fees waived
- Termination prior to 1/1/2021 = 25% of fees waived

### **<sup>2</sup>Packaged Savings Program**

The Packaged Savings Program is a \$2.00 per-employee per-month (PEPM) credit to the Dental and Vision service fees based upon the medical administration and the Dental and Vision line of specialty coverage Customer has with United. (\$1 per line of coverage)

Packaged Savings Program credit is available effective January 1, 2018 for the initial 36 months that the eligible medical administration and the Dental and Vision line of specialty coverage remain in-force.

United reserves the right to revise or revoke this Packaged Savings Program credit under the following circumstances:

- The benefits requested and/or quoted change.
- Changes in federal, state or other applicable legislation or regulation require changes to the Packaged Savings Program.
- Specialty products can be added off-cycle from the medical product effective date. However, if the medical or specialty coverage terminates prior to December 31, 2020, any remaining Packaged Savings administrative credits will be forfeited.

## EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2019 through December 31, 2019 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Effective for the period January 1, 2019 through December 31, 2019			
Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days		
	12 business days		
	13 business days		
	14 business days		
	15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50%		

	96.49% - 96.00%	
	95.99% - 95.50%	
	95.49% - 95.00%	
	Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50%	
	98.49% - 98.00%	
	97.99% - 97.50%	
	97.49% - 97.00	
	Below 97.00%	
Member Phone Service		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.		
Average Speed of Answer		
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
	Time answered in seconds, on average	seconds 30
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less	
	34 seconds or less	
	36 seconds or less	
	38 seconds or less	
	Greater than 38 seconds	
Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50%	
	2.51% - 3.00%	
	3.01% - 3.50%	
	3.51% - 4.00%	
	Greater than 4.00%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program.	
Level	Office that services Customer's account	

Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10 point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

Effective for the period January 1, 2019 through December 31, 2021				
Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria	<div>01/01/2019</div> <div>01/01/2020</div> <div>01/01/2021</div>			
	<b>Combined Discount Guarantee</b>			
	Retail Brand, Average Wholesale Price (AWP) less	19.1%	19.1%	19.1%
	Retail Brand -- 90 Day Supply, AWP less	23.1%	23.1%	23.1%
	Retail Generic - 30 and 90 Day Supply, AWP less	80.5%	80.5%	80.5%
	Mail Order Brand, AWP less	24.0%	24.0%	24.0%
	Mail Order Generic, AWP less	83.5%	83.5%	83.5%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	<b>Dispensing Fees</b>			
	Retail Brand - 30 Day	\$0.85	\$0.85	\$0.85
	Retail Brand -- 90 Day Supply	\$0.50	\$0.50	\$0.50
	Retail Generic - 30 Day	\$0.85	\$0.85	\$0.85
	Retail Generic -- 90 Day Supply	\$0.50	\$0.50	\$0.50
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	<b>Minimum Rebate Guarantee (Traditional PDL)</b>			



-	Rebate Sharing Percentage	100.0%	100.0%	100.0%
-	Basis, per script	Brand	Brand	Brand
-	Retail - 30 and 90 Day	\$185.76	\$203.75	\$257.40
-	Mail Order	\$336.66	\$383.80	\$413.27
-	Specialty	Included In Retail	Included In Retail	Included In Retail
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	<p><b>Discount Specific Conditions</b></p> <ul style="list-style-type: none"> <li>• Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component.</li> <li>• Does not apply to items covered under the Plan for which no AWP measure exists.</li> <li>• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li> <li>• The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items.</li> <li>• The Arrangement includes usual &amp; customary claims, vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter claims.</li> <li>• The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.</li> <li>• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.</li> </ul> <p><b>Rebate Specific Conditions</b></p> <ul style="list-style-type: none"> <li>• Assumes implementation of United's Traditional PDL</li> </ul> <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> <li>• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level</li> <li>• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates</li> <li>• if Customer changes or does not elect an Incented plan design</li> <li>• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.</li> <li>• Specialty rebates are included in the guaranteed retail per-script rebates above.</li> <li>• Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.</li> <li>• If Customer terminates pharmacy benefit services with United prior to 12/31/2021, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.</li> </ul> <p><b>General Conditions</b></p>			

TRRX (06/2018)	<ul style="list-style-type: none"> <li>• On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.</li> <li>• A minimum of 1,371 Employees and 3,055 Participants enrolled in the pharmacy plan is required.</li> <li>• The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.</li> <li>• All pricing guarantees require the selection of United as the exclusive mail provider.</li> <li>• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit.</li> </ul>
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Effective for the period January 1, 2019 through December 31, 2021					
Specialty Pharmacy					
Specialty Pharmacy Discount Guarantee					
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network				
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.				
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.				
Conditions	<ul style="list-style-type: none"> <li>• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li> <li>• Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded.</li> <li>• United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark</li> </ul>				
Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.2%	HIV	SELZENTRY	13.5%
ANEMIA	EPOGEN	13.3%	HIV	STAVUDINE	85.7%
ANEMIA	PROCRIT	13.6%	HIV	STRIBILD	13.0%
ANTIHYPERTENSIVE	JUXTAPID	13.0%	HIV	SUSTIVA	14.3%
ANTIHYPERTENSIVE	KYNAMRO	11.4%	HIV	TENOFOVIR	33.1%
ANTIHYPERTENSIVE	PRALUENT	13.5%	HIV	TIVICAY	12.5%
ANTIHYPERTENSIVE	REPATHA	13.8%	HIV	TRIUMEQ	13.9%

ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	TRIZIVIR	14.3%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	TRUVADA	14.1%
CNS AGENTS	AUSTEDO	12.5%	HIV	TYBOST	13.5%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIDEX	14.3%
CNS AGENTS	INGREZZA	13.0%	HIV	VIDEX EC	14.3%
CNS AGENTS	SABRIL	14.3%	HIV	VIRACEPT	14.3%
CNS AGENTS	TETRABENAZINE	38.2%	HIV	VIRAMUNE	14.3%
CNS AGENTS	VIGABATRIN	33.1%	HIV	VIRAMUNE XR	14.3%
CNS AGENTS	XENAZINE	12.5%	HIV	VIREAD	14.3%
CNS AGENTS	XYREM	5.5%	HIV	ZERIT	14.3%
CYSTIC FIBROSIS	BETHKIS	11.4%	HIV	ZIAGEN	14.3%
CYSTIC FIBROSIS	CAYSTON	13.7%	HIV	ZIDOVUDINE	47.0%
CYSTIC FIBROSIS	KALYDECO	11.8%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	PULMOZYME	15.0%	INFERTILITY	CETROTIDE	14.3%
CYSTIC FIBROSIS	SYMDEKO	12.5%	INFERTILITY	CHORIONIC GONADOTROPIN	22.8%
CYSTIC FIBROSIS	TOBI	13.8%	INFERTILITY	FOLLISTIM AQ	13.2%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	INFERTILITY	GANIRELIX ACETATE	10.0%
CYSTIC FIBROSIS	TOBRAMYCIN	33.1%	INFERTILITY	GONAL-F	22.9%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	NOVAREL	15.0%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	OVIDREL	14.3%
ENDOCRINE	CYSTADANE	10.4%	INFERTILITY	PREGNYL	14.5%
ENDOCRINE	CYSTARAN	13.0%	INFLAMMATORY CONDITIONS	ACTEMRA	14.1%
ENDOCRINE	DEPEN TITRATABS	14.0%	INFLAMMATORY CONDITIONS	CIMZIA	15.5%
ENDOCRINE	EGRIFTA	13.5%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	DUPIXENT	14.1%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	EMFLAZA	10.4%
ENDOCRINE	H.P. ACTHAR	13.5%	INFLAMMATORY CONDITIONS	ENBREL	13.7%
ENDOCRINE	KEVEYIS	13.0%	INFLAMMATORY CONDITIONS	HUMIRA	14.9%
ENDOCRINE	KORLYM	11.4%	INFLAMMATORY CONDITIONS	KEVZARA	9.9%
ENDOCRINE	KUVAN	12.7%	INFLAMMATORY CONDITIONS	KINERET	13.2%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	NITYR	11.7%	INFLAMMATORY CONDITIONS	SILIQ	11.4%
ENDOCRINE	OCTREOTIDE ACETATE	33.1%	INFLAMMATORY CONDITIONS	SIMPONI	13.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	STELARA	12.5%
ENDOCRINE	RAVICTI	11.9%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ENDOCRINE	SAMSCA	13.5%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%

ENDOCRINE	SANDOSTATIN	13.8%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	SIGNIFOR	7.9%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	SODIUM PHENYLBUTYRATE	33.1%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SOMATULINE DEPOT	13.5%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SOMAVERT	10.6%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SYPRINE	12.7%	LIVER DISEASE	OALIVA	14.5%
ENDOCRINE	THIOLA	11.4%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
ENDOCRINE	TRIENTINE	12.7%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	XERMELO	12.5%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	XURIDEN	13.2%	MULTIPLE SCLEROSIS	AVONEX	13.5%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	BETASERON	13.9%
ENZYME DEFICIENCY	CYSTAGON	10.9%	MULTIPLE SCLEROSIS	COPAXONE	13.9%
ENZYME DEFICIENCY	ORFADIN	2.2%	MULTIPLE SCLEROSIS	EXTAVIA	13.5%
ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	SUCRAID	12.2%	MULTIPLE SCLEROSIS	GLATIRAMER	33.1%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	GLATOPA	33.1%
GAUCHERS DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	MULTIPLE SCLEROSIS	REBIF	13.7%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.7%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	15.7%	MULTIPLE SCLEROSIS	ZINBRYTA	12.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	13.9%	NEUTROPENIA	GRANIX	13.8%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	13.9%	NEUTROPENIA	LEUKINE	13.8%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.9%	NEUTROPENIA	NEULASTA	13.8%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	NEUTROPENIA	NEUPOGEN	13.8%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	NEUTROPENIA	ZARXIO	13.8%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - INJECTABLE	INTRON A	13.0%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.0%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%

HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - ORAL	AFINITOR	13.5%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	AFINITOR DISPERZ	13.5%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	ALECENSA	13.9%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	ALKERAN	33.1%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
HEMOPHILIA	ADVATE	41.0%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMOPHILIA	ADYNOVATE	32.0%	ONCOLOGY - ORAL	CABOMETYX	11.4%
HEMOPHILIA	AFSTYLA	34.0%	ONCOLOGY - ORAL	CALQUENCE	13.5%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	39.5%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
HEMOPHILIA	ALPHANINE SD	44.9%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	COMETRIQ	10.6%
HEMOPHILIA	BEBULIN	20.7%	ONCOLOGY - ORAL	COTELLIC	12.5%
HEMOPHILIA	BENEFIX	13.5%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	COAGADEX	30.0%	ONCOLOGY - ORAL	ERLEADA	12.5%
HEMOPHILIA	CORIFACT	27.9%	ONCOLOGY - ORAL	FARYDAK	11.4%
HEMOPHILIA	ELOCTATE	25.1%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	FEIBA	31.1%	ONCOLOGY - ORAL	GLEEVEC	15.1%
HEMOPHILIA	HELIXATE FS	40.2%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
HEMOPHILIA	HEMLIBRA	12.5%	ONCOLOGY - ORAL	IBRANCE	13.0%
HEMOPHILIA	HEMOFIL M	43.4%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHILIA	HUMATE-P	32.3%	ONCOLOGY - ORAL	IDHIFA	14.5%
HEMOPHILIA	IDELVION	13.5%	ONCOLOGY - ORAL	IMATINIB MESYLATE	39.2%
HEMOPHILIA	IXINITY	13.5%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHILIA	KOATE	42.3%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHILIA	KOATE-DVI	42.3%	ONCOLOGY - ORAL	IRESSA	13.5%
HEMOPHILIA	KOGENATE FS	44.3%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHILIA	KOVALTRY	35.1%	ONCOLOGY - ORAL	KISQALI	14.5%
HEMOPHILIA	MONOCLATE-P	33.7%	ONCOLOGY - ORAL	KISQALI FEMARA	14.5%
HEMOPHILIA	MONONINE	31.4%	ONCOLOGY - ORAL	LENVIMA	12.5%
HEMOPHILIA	NOVOEIGHT	41.8%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHILIA	NOVOSEVEN RT	33.7%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHILIA	NUWIQ	36.1%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMOPHILIA	PROFILNINE	30.0%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHILIA	PROFILNINE SD	30.0%	ONCOLOGY - ORAL	MELPHALAN	33.1%

HEMOPHILIA	REBINYN	22.8%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMOPHILIA	RECOMBINATE	40.2%	ONCOLOGY - ORAL	NERLYNX	14.0%
HEMOPHILIA	RIXUBIS	13.7%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHILIA	TRETTEN	12.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHILIA	VONVENDI	11.9%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMOPHILIA	WILATE	36.1%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA	XYNTHA	38.4%	ONCOLOGY - ORAL	REVLIMID	11.4%
HEPATITIS B	ADEFOVIR DIPVOXIL	33.1%	ONCOLOGY - ORAL	RUBRACA	13.5%
HEPATITIS B	BARACLUDE	13.5%	ONCOLOGY - ORAL	RYDAPT	15.4%
HEPATITIS B	ENTECAVIR	56.7%	ONCOLOGY - ORAL	SPRYCEL	14.8%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEPATITIS B	HEPSERA	13.5%	ONCOLOGY - ORAL	SUTENT	13.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEPATITIS B	TYZEKA	13.2%	ONCOLOGY - ORAL	TAGRISSE	13.5%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	TARGRETIN	13.8%
HEPATITIS C	EPCLUSA	13.5%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEPATITIS C	HARVONI	14.8%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEPATITIS C	MAVYRET	14.0%	ONCOLOGY - ORAL	TEMOZOLOMIDE	51.6%
HEPATITIS C	OLYSIO	14.1%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	TRETINOIN	44.2%
HEPATITIS C	PEGINTRON	17.5%	ONCOLOGY - ORAL	TYKERB	14.8%
HEPATITIS C	SOVALDI	13.8%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEPATITIS C	VIEKIRA XR	13.5%	ONCOLOGY - ORAL	XALKORI	11.9%
HEPATITIS C	VOSEVI	14.0%	ONCOLOGY - ORAL	XELODA	13.8%
HEPATITIS C	ZEPATIER	13.7%	ONCOLOGY - ORAL	XTANDI	13.5%
HIV	ABACAVIR	52.0%	ONCOLOGY - ORAL	ZEJULA	13.5%
HIV	ABACAVIR SULFATE/LAMIVU DINE/ZIDOVUDINE	35.1%	ONCOLOGY - ORAL	ZELBORAF	12.7%
HIV	ABACAVIR/LAMIV UDINE	35.1%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HIV	APTIVUS	14.3%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HIV	ATAZANAVIR	33.1%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HIV	ATRIPLA	13.9%	ONCOLOGY - ORAL	ZYTIGA	13.5%

HIV	BIKTARVY	14.1%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HIV	COMBIVIR	14.3%	OSTEOPOROSIS	FORTEO	13.5%
HIV	COMPLERA	13.9%	OSTEOPOROSIS	TYMLOS	13.3%
HIV	CRIXIVAN	14.3%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	DESCOVY	14.1%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	DIDANOSINE	47.0%	PULMONARY DISEASE	OFEV	12.5%
HIV	EDURANT	13.9%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	EFAVIRENZ	14.3%	PULMONARY HYPERTENSION	ADEMPAS	12.5%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	EPIVIR	14.3%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	EPZICOM	13.6%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	REVATIO	10.9%
HIV	FOSAMPRENAVIR	33.1%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	33.1%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	GENVOYA	13.9%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	INTELENCE	13.5%	PULMONARY HYPERTENSION	UPTRAVI	14.0%
HIV	INVIRASE	14.3%	PULMONARY HYPERTENSION	VENTAVIS*	+10.4%
HIV	ISENTRESS	11.7%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	ISENTRESS HD	11.7%	TRANSPLANT	CELLCEPT	13.2%
HIV	JULUCA	14.1%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	KALETRA	14.3%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	LAMIVUDINE	33.1%	TRANSPLANT	ENVARUS XR	13.5%
HIV	LAMIVUDINE/ZIDO VUDINE	55.6%	TRANSPLANT	GENGRAF	64.0%
HIV	LEXIVA	14.3%	TRANSPLANT	MYCOPHENOLATE MOFETIL	93.4%
HIV	NEVIRAPINE	98.4%	TRANSPLANT	MYCOPHENOLIC ACID	33.1%
HIV	NEVIRAPINE ER	33.1%	TRANSPLANT	MYCOPHENOLIC ACID DR	33.1%
HIV	NORVIR	14.3%	TRANSPLANT	MYFORTIC	14.3%
HIV	ODEFSEY	14.1%	TRANSPLANT	NEORAL	23.9%
HIV	PREZCOBIX	13.5%	TRANSPLANT	PROGRAF	13.9%
HIV	PREZISTA	14.3%	TRANSPLANT	RAPAMUNE	14.3%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	SANDIMMUNE	27.1%
HIV	RETROVIR	14.3%	TRANSPLANT	SIROLIMUS	33.1%
HIV	REYATAZ	13.9%	TRANSPLANT	TACROLIMUS	79.1%
HIV	RITONAVIR	14.3%	TRANSPLANT	ZORTRESS	13.5%

\*Includes Nebulizer

NOTE: Can only dispense Anemia and Neutropenia drugs where they are adjunct therapy to Hepatitis-C.

### FINANCIAL RENEWAL AND TERMS AMENDMENT NO. 3

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Williamson County ("Customer"), Contract No. 911463, and is effective on January 1, 2020 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Williamson County

United HealthCare Services, Inc.

By Bill Gravell Jr.  
Authorized Signature  
Print Name Bill Gravell Jr.  
Print Title County Judge  
Date 1/28/20

By Holly Durinick  
Authorized Signature  
Print Name Holly Durinick  
Print Title Regional Contract Manager  
Date 1/13/2020

Renewal 3Q2019



**The Administrative Services Agreement is amended as noted below.**

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

**Effective January 1, 2020, the Prescription Drug List (PDL) paragraph in Section A7 – Pharmacy Benefit Services, is deleted in its entirety and replaced with the following:**

**Prescription Drug List (PDL).** Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of an FDA-approved Prescription Drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the Prescription Drug product.

United may periodically change the placement of a Prescription Drug product among the tiers and/or recommend specific Prescription Drug product exclusions from coverage. These changes generally will occur three times per year, but no more than six times per calendar year. These changes may occur without prior notice to Customer however United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the member website, or by calling customer service.

**Effective January 1, 2020, Section A5 Claims Determinations and Appeals in Exhibit A is amended by the addition of the following:**

Catastrophic Events. During such time as a government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe"), Customer directs United to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level); (c) extension of time frames for timely claims filing and/or appeals; (d) early replacement of lost or damaged durable medical equipment; and (e) other protocols reasonably required to provide Participants with access to health plan and pharmacy benefits, as applicable. Such protocols are applicable to Participants whose place of residency falls within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.

**Effective January 1, 2020, the Maternity Program is in full force and effect as described in Section I Care Management Solutions Services of Exhibit A as follows.**

Service	Comments
Women's Health:	

Service	Comments
• Maternity Program	

This language replaces and supersedes any references in the Agreement to the Healthy Pregnancy Program, including related fees.

**Effective January 1, 2020, the Healthy Weight Program no longer applies. If included in the Agreement, any references to the Healthy Weight Program are hereby removed.**

**Effective January 1, 2020, the UnitedHealth Allies Discount Program no longer applies. If included in the Agreement, any reference to the UnitedHealth Allies Discount Program are hereby removed.**

**Effective January 1, 2020, NurseLine will transition to 24/7 access to care.**

**Effective January 1, 2020, any reference to recovery services in Section A2 Recovery Services in Exhibit A, and/or Section E. Claims Administration Services in Exhibit A, each as applicable, are replaced in their entirety as follows:**

#### **Section A2 Recovery Services**

United will provide recovery services for Overpayments and other Plan recovery opportunities as described herein. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

**Overpayments.** United utilizes generally-accepted auditing protocols to identify Overpayments. United will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

**Fraud, Waste, and Abuse Management.** United will provide services related to detection, and recovery of wasteful, abusive, and/or fraudulent claims. United's Fraud, Waste, and Abuse Management processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Fraud, Waste, and Abuse Management services to Customer and to United's other customers. Services include all work to identify recovery opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any particular level of prevention, detection, or recovery. United agrees to perform Fraud, Waste, and Abuse Management services pursuant to the industry standards for such services.

**Credit Balance Recovery.** United utilizes on-site resources to perform hospital and/or facility audits to review, validate, and recover credit balances (dollars) existing on patient accounts to identify any recoverable amounts.

**Hospital Bill Audit.** United utilizes on-site resources (registered/licensed nurses and/or certified coders) to perform in-depth reviews of hospital bills. Auditors will conduct line by line comparisons of itemized bills to the medical records to ensure billing accuracy and identify any recoverable amounts.

**Subrogation.** United will provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" or "Subrogation". Customer will not engage any entity except United to provide the services described in this Section without United's prior approval.

**Advanced Analytic Recovery Services.** United will use large scale analytics, information, and analysis to identify post-adjudication claims for additional recovery opportunities.

**Recovery Process – Non-Class Action Recoveries.** Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where United pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted United an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular claim or for any particular Customer. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical, as determined in United's discretion. While United may initiate litigation or arbitration to facilitate a recovery, United has no obligation to do so. If United initiates litigation or arbitration, Customer will cooperate with United in the litigation or arbitration.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section A2.

**Recovery Process – Class Action Recoveries.** Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If United elects to seek recovery of such an Overpayment that is at issue in a class action, United will provide written notice to Customer of its intention. If Customer does not want United to seek recovery of the Overpayment, Customer shall notify United in writing within thirty (30) days of receiving notice from United. If Customer does not so notify United, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to United all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with United in any resulting litigation or arbitration that United may file to pursue the Overpayments.

If Customer provides United with written notice that it does not want United to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, United will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section A2.

**Offsetting Process.** In some instances, United may be able to obtain an Overpayment recovery by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with services provided to any Participants; or (2) future benefits that are payable in connection with services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments. In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process in no way impact the decision as to whether or not a benefit is payable under the Plan. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit

for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the designated representative for the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

**Recovery Fees.** Customer will be charged a fee for the services described in this Section A2. That fee is set forth in Exhibit B-Fees.

**Effective February 1, 2020, coordination of benefits is in full force and effect as described in Section E Claims Administration Services of Exhibit A as follows.**

Service	Comments
Standard coordination of benefits for all claims.	

This language replaces and supersedes any references in the Agreement to coordination of benefits.

## **EXHIBIT B - FEES**

**Contract Number 911463**

**The following financial terms are effective for the period January 1, 2020 through December 31, 2022.**

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

### **Standard Medical Service Fees**

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

#### **Effective January 1, 2020 through December 31, 2020**

The Standard Medical Fees are based upon an estimated minimum of 1,581 enrolled Employees.

**The Standard Medical Service Fees are the sum of the following:**

- \$51.03 per Employee per month covered under the Choice Plus portion of the Plan.
- \$53.65 per Employee per month covered under the Nexus portion of the Plan.

Average Contract Size: 2.22

#### **Effective January 1, 2021 through December 31, 2021**

**The Standard Medical Service Fees are the sum of the following:**

- \$52.56 per Employee per month covered under the Choice Plus portion of the Plan.
- \$55.26 per Employee per month covered under the Nexus portion of the Plan.

#### **Effective January 1, 2022 through December 31, 2022**

**The Standard Medical Service Fees are the sum of the following:**

- \$54.14 per Employee per month covered under the Choice Plus portion of the Plan.
- \$56.92 per Employee per month covered under the Nexus portion of the Plan.

### **Pharmacy AWP Contract Rate**

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for Average Wholesale Price information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. United will not use two or more pricing sources simultaneously for a given claim.

### **Other Fees**

<b>Service Description</b>	<b>Fee</b>
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount.
Recovery Process Services	Attorneys' fees and costs directly incurred in connection with litigation or arbitration to recover any Overpayments will be deducted from the gross recovery. United will retain 32.5% of Customer's remaining recovery as a fee for

	its recovery process services, Customer's net recovery will be remitted to the Customer.  No fees will be charged if the Overpayment is solely the result of United's acts.
Recovery Process – Non-Opt-Out Class Action Recoveries	No fee will apply for recoveries obtained through a class action where United does not file an opt-out case on behalf of Customer.
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount.
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount.
Shared Savings Program	Customer will pay a fee equal to 29% of the Savings Obtained as a result of the Shared Savings Program.  The savings used to calculate the fee per individual claim for Shared Savings will not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000.  Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Standard Dental Administrative Service Fees	The Standard Dental Service Fees are the sum of \$3.12 per Employee per month.  Average Contract Size: 2.29

#### **Wellness Allowance**

\$40,000 Wellness allowance per year.

#### **Renewal Allowance**

United will provide a renewal allowance to help Customer mitigate costs associated with a renewal change, to be used at Customer's discretion. This allowance is available during the first month of years 2-3 ( 2021 and 2022).

Early termination penalties apply.

The renewal allowance will be paid through a credit to Customer's fees as follows:

##### Choice Plus Plan:

- \$52.56 per Employee per month Renewal allowance in January 2021.
- \$54.14 per Employee per month Renewal allowance in January 2022.

##### Nexus Plan:

- \$55.26 per Employee per month Renewal allowance in January 2021.
- \$56.92 per Employee per month Renewal allowance in January 2022.

**Flexible Spending Account Administration**  
**Contract No.: 911765**  
**The following financial terms are effective for the period January 1, 2020 through December 31, 2020**

Service Description	Fee
FSA Administration	\$2.95 Per Enrollee Per Month (PEPM)
Additional FSA Fees	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Nondiscrimination testing	\$500 per occurrence

**COBRA Administration**  
**Contract No.: 911463**  
**The following financial terms are effective for the period January 1, 2018 through December 31, 2022**

	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022
<b>COBRA and/or Direct Billing Set Up and Maintenance</b>	<b>\$0.55 PEPM</b>	<b>\$0.55 PEPM</b>	<b>\$0.55 PEPM</b>	<b>\$0.55 PEPM</b>	<b>\$0.55 PEPM</b>
Group Setup Fee (one time fee at implementation)	Included	n/a	n/a	n/a	n/a
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included	n/a	n/a	n/a	n/a
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a	Included	Included	Included	Included
<b>COBRA Services</b>					
Ongoing COBRA Continuant Per Month Charge	Included	Included	Included	Included	Included
Qualifying Event Notifications: Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)	Included	Included	Included	Included	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included	Included	Included	Included	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included	Included	Included	Included	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included	Included	Included	Included	Included
Texas State Continuation Notification (per notice)	Included	Included	Included	Included	Included
Past Due Notices to Continuant (per notice, upon request)	Included	Included	Included	Included	Included

**Note: The 2% COBRA administration portion from premium collected**

from continuants is  
remitted to the customer.

**Retiree Billing Services**

Retiree Direct Billing (per continuant per month)	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Past Due Notices to Continuants (per notice, upon request)	Included	Included	Included	Included	Included

**The following are  
Optional Services  
Available to customers  
purchasing  
COBRA/Direct Bill  
Services**

**Employee Notification Services**

Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Medicare-D Notifications	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95

**Open Enrollment Services**

Open Enrollment Service (per person) Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client <i>*There is a \$100 minimum for Open Enrollment Services</i>	\$8.00 Plus Postage	\$8.00 Plus Postage	\$8.00 Plus Postage	\$8.00 Plus Postage	\$8.00 Plus Postage
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\*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.



## EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2020 through December 31, 2020 (“Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
Criteria	Time to process, in business days or less after receipt of claim	business days	10
Level	Standard claim operations reports		
Period	Site Level		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00%		

	Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50%		
	98.49% - 98.00%		
	97.99% - 97.50%		
	97.49% - 97.00		
	Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less		
	34 seconds or less		
	36 seconds or less		
	38 seconds or less		
	Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50%		
	2.51% - 3.00%		
	3.01% - 3.50%		
	3.51% - 4.00%		
	Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program.		

Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10 point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

Effective January 1, 2020 through December 31, 2022 (each twelve month period is a, "Guarantee Period")

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria		01/01/2020	01/01/2021
			01/01/2022
	<b>Combined Discount Guarantee</b>		
	Retail Brand, Average Wholesale Price (AWP) less	21.0%	21.0%
	Retail Brand -- 90 Day Supply, AWP less	24.0%	24.0%
	Retail Generic - 30 and 90 Day Supply, AWP less	82.5%	82.5%
	Mail Order Brand, AWP less	25.0%	25.0%
	Mail Order Generic, AWP less	85.5%	85.5%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
	<b>Dispensing Fees</b>		
	Retail Brand - 30 Day	\$0.60	\$0.60

-	Retail Brand -- 90 Day Supply	\$0.20	\$0.20	\$0.20
	Retail Generic - 30 Day	\$0.60	\$0.60	\$0.60
	Retail Generic -- 90 Day Supply	\$0.20	\$0.20	\$0.20
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	<b>Minimum Rebate Guarantee (Advantage PDL)</b>			
-	Rebate Sharing Percentage	100.0%	100.0%	100.0%
-	Basis, per script	Brand	Brand	Brand
-	Retail - 30 and 90 Day	\$203.76	\$244.55	\$277.99
-	Mail Order	\$383.65	\$412.01	\$448.13
-	Specialty	Included In Retail	Included In Retail	Included In Retail
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	<p><b>Discount Specific Conditions</b></p> <ul style="list-style-type: none"> <li>• Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component.</li> <li>• Does not apply to items covered under the Plan for which no AWP measure exists.</li> <li>• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li> <li>• The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items.</li> <li>• The Arrangement includes usual &amp; customary claims, vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter claims.</li> <li>• The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.</li> <li>• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.</li> <li>• Drugs in the following Specialty therapeutic categories are included in the retail guarantees: HIV.</li> </ul> <p><b>Rebate Specific Conditions</b></p> <ul style="list-style-type: none"> <li>• Assumes implementation of United's Advantage PDL</li> </ul> <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> <li>• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level</li> </ul>			

	<ul style="list-style-type: none"> <li>• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates</li> <li>• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates</li> <li>• if Customer changes or does not elect an Incented plan design</li> <li>• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.</li> <li>• Specialty rebates are included in the guaranteed retail per-script rebates above.</li> <li>• Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.</li> <li>• If Customer terminates pharmacy benefit services with United prior to 12/31/2022, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.</li> <li>• Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: HIV.</li> </ul> <p><b>General Conditions</b></p> <ul style="list-style-type: none"> <li>• On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.</li> <li>• A minimum of 1,423 Employees and 3,158 Participants enrolled in the pharmacy plan is required.</li> <li>• The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.</li> <li>• All pricing guarantees require the selection of United as the exclusive mail provider.</li> <li>• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit.</li> </ul>
TRRX (04/2019)	

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual

Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.				
Conditions	<ul style="list-style-type: none"> <li>• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li> <li>• Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded.</li> <li>• United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark</li> <li>• On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.</li> </ul>				
Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.2%	INFLAMMATOR Y CONDITIONS	ACTEMRA	14.2%
ANEMIA	EPOGEN	13.3%	INFLAMMATOR Y CONDITIONS	CIMZIA	15.5%
ANEMIA	PROCRT	13.6%	INFLAMMATOR Y CONDITIONS	COSENTYX	13.0%
ANEMIA	RETACRIT	14.1%	INFLAMMATOR Y CONDITIONS	DUPIXENT	14.1%
ANTICONVULSANTS	EPIDIOLEX	12.5%	INFLAMMATOR Y CONDITIONS	EMFLAZA	10.9%
ANTIHYPERLIPIDEMIC	JUXTAPID	13.2%	INFLAMMATOR Y CONDITIONS	ENBREL	14.0%
ANTIHYPERLIPIDEMIC	PRALUENT	13.5%	INFLAMMATOR Y CONDITIONS	HUMIRA	15.5%
ANTIHYPERLIPIDEMIC	REPATHA	14.0%	INFLAMMATOR Y CONDITIONS	ILUMYA	14.1%
ANTI-INFECTIVE	ARIKAYCE	13.0%	INFLAMMATOR Y CONDITIONS	KEVZARA	9.9%
ANTI-INFECTIVE	DARAPRIM	12.5%	INFLAMMATOR Y CONDITIONS	KINERET	13.2%
CARDIOVASCULAR	NORTHERA	14.0%	INFLAMMATOR Y CONDITIONS	OLUMIANT	12.5%
CNS AGENTS	AUSTEDO	12.5%	INFLAMMATOR Y CONDITIONS	ORENCIA	14.2%
CNS AGENTS	HETLIOZ	14.0%	INFLAMMATOR Y CONDITIONS	OTEZLA	13.5%
CNS AGENTS	INGREZZA	13.0%	INFLAMMATOR Y CONDITIONS	RIDAURA	14.1%
CNS AGENTS	RILUTEK	13.5%	INFLAMMATOR Y CONDITIONS	SILIQ	11.4%
CNS AGENTS	RILUZOLE	13.5%	INFLAMMATOR Y CONDITIONS	SIMPONI	14.1%
CNS AGENTS	SABRIL	16.1%	INFLAMMATOR Y CONDITIONS	STELARA	12.5%
CNS AGENTS	TETRABENAZINE	38.2%	INFLAMMATOR Y CONDITIONS	TALTZ	11.4%
CNS AGENTS	TIGLUTIK	6.0%	INFLAMMATOR Y CONDITIONS	TREMFYA	14.1%
CNS AGENTS	VIGABATRIN	17.6%	INFLAMMATOR Y CONDITIONS	XELJANZ	13.5%
CNS AGENTS	VIGADRONE	16.6%	INFLAMMATOR Y CONDITIONS	XELJANZ XR	13.5%
CNS AGENTS	XENAZINE	12.5%	IRON OVERLOAD	EXJADE	12.1%
CNS AGENTS	XYREM	6.3%	IRON OVERLOAD	FERRIPROX	12.5%

CYSTIC FIBROSIS	BETHKIS	11.4%	IRON OVERLOAD	JADENU	13.5%
CYSTIC FIBROSIS	CAYSTON	14.5%	LIVER DISEASE	OCALIVA	15.0%
CYSTIC FIBROSIS	KALYDECO	13.5%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
CYSTIC FIBROSIS	ORKAMBI	13.5%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
CYSTIC FIBROSIS	PULMOZYME	15.0%	MULTIPLE SCLEROSIS	AVONEX	13.5%
CYSTIC FIBROSIS	SYMDEKO	13.5%	MULTIPLE SCLEROSIS	BETASERON	14.1%
CYSTIC FIBROSIS	TOBI	13.8%	MULTIPLE SCLEROSIS	COPAXONE	14.7%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	38.2%
CYSTIC FIBROSIS	TOBRAMYCIN	37.2%	MULTIPLE SCLEROSIS	EXTAVIA	13.5%
ENDOCRINE	BUPHENYL	13.5%	MULTIPLE SCLEROSIS	GILENYA	14.0%
ENDOCRINE	CARBAGLU	7.3%	MULTIPLE SCLEROSIS	GLATIRAMER	69.7%
ENDOCRINE	CHENODAL	9.4%	MULTIPLE SCLEROSIS	GLATOPA	33.1%
ENDOCRINE	CUPRIMINE	13.5%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
ENDOCRINE	CYSTADANE	10.4%	MULTIPLE SCLEROSIS	REBIF	14.0%
ENDOCRINE	CYSTARAN	13.0%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.0%
ENDOCRINE	DEPEN TITRATABS	14.0%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%
ENDOCRINE	EGRIFTA	13.5%	MULTIPLE SCLEROSIS	ZINBRYTA	12.5%
ENDOCRINE	FIRMAGON	13.5%	NEUTROPENIA	FULPHILA	13.8%
ENDOCRINE	GATTEX	14.8%	NEUTROPENIA	GRANIX	13.8%
ENDOCRINE	H.P. ACTHAR	13.5%	NEUTROPENIA	LEUKINE	13.8%
ENDOCRINE	JYNARQUE	12.5%	NEUTROPENIA	NEULASTA	13.8%
ENDOCRINE	KEVEYIS	13.0%	NEUTROPENIA	NEUPOGEN	13.8%
ENDOCRINE	KORLYM	11.4%	NEUTROPENIA	NIVESTYM	13.8%
ENDOCRINE	KUVAN	12.7%	NEUTROPENIA	UDENYCA	13.8%
ENDOCRINE	MYALEPT	7.3%	NEUTROPENIA	ZARXIO	13.8%
ENDOCRINE	NATPARA	13.2%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
ENDOCRINE	NITYR	11.9%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
ENDOCRINE	OCTREOTIDE ACETATE	46.4%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
ENDOCRINE	PROCYSBI	7.3%	ONCOLOGY - ORAL	ABIRATERONE	33.1%
ENDOCRINE	RAVICTI	12.5%	ONCOLOGY - ORAL	AFINITOR	13.5%
ENDOCRINE	SAMSCA	13.5%	ONCOLOGY - ORAL	AFINITOR DISPERZ	13.5%
ENDOCRINE	SANDOSTATIN	33.1%	ONCOLOGY - ORAL	ALECENSA	14.1%
ENDOCRINE	SIGNIFOR	7.3%	ONCOLOGY - ORAL	ALKERAN	15.4%
ENDOCRINE	SODIUM PHENYLBUTYRATE	33.1%	ONCOLOGY - ORAL	ALUNBRIG	11.9%

ENDOCRINE	SOMATULINE DEPOT	13.5%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
ENDOCRINE	SOMAVERT	10.6%	ONCOLOGY - ORAL	BOSULIF	13.5%
ENDOCRINE	SYPRINE	13.5%	ONCOLOGY - ORAL	BRAFTOVI	12.5%
ENDOCRINE	THIOLA	11.4%	ONCOLOGY - ORAL	CABOMETYX	12.5%
ENDOCRINE	TRIENTINE	47.2%	ONCOLOGY - ORAL	CALQUENCE	12.5%
ENDOCRINE	XERMELO	13.0%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
ENDOCRINE	XURIDEN	12.5%	ONCOLOGY - ORAL	CAPRELSA	9.4%
ENZYME DEFICIENCY	CHOLBAM	4.2%	ONCOLOGY - ORAL	COMETRIQ	10.9%
ENZYME DEFICIENCY	CYSTAGON	10.9%	ONCOLOGY - ORAL	COPIKTRA	12.5%
ENZYME DEFICIENCY	GALAFOLD	14.0%	ONCOLOGY - ORAL	COTELLIC	12.5%
ENZYME DEFICIENCY	MIGLUSTAT	7.3%	ONCOLOGY - ORAL	DAURISMO	12.5%
ENZYME DEFICIENCY	ORFADIN	2.2%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
ENZYME DEFICIENCY	PALYNZIQ	11.4%	ONCOLOGY - ORAL	ERLEADA	13.5%
ENZYME DEFICIENCY	STRENSIQ	11.3%	ONCOLOGY - ORAL	FARYDAK	11.4%
ENZYME DEFICIENCY	SUCRAID	12.2%	ONCOLOGY - ORAL	GILOTRIF	7.3%
ENZYME DEFICIENCY	TEGSEDI	7.3%	ONCOLOGY - ORAL	GLEEVEC	15.4%
ENZYME DEFICIENCY	ZAVESCA	7.3%	ONCOLOGY - ORAL	HYCANTIN	14.8%
GAUCHERS DISEASE	CERDELGA	13.5%	ONCOLOGY - ORAL	IBRANCE	13.0%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	ONCOLOGY - ORAL	ICLUSIG	12.7%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	ONCOLOGY - ORAL	IDHIFA	14.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	ONCOLOGY - ORAL	IMATINIB MESYLATE	65.2%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.0%	ONCOLOGY - ORAL	IMBRUVICA	12.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	14.2%	ONCOLOGY - ORAL	INLYTA	13.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	14.2%	ONCOLOGY - ORAL	IRESSA	12.5%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.9%	ONCOLOGY - ORAL	JAKAFI	12.5%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	ONCOLOGY - ORAL	KISQALI	14.5%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	ONCOLOGY - ORAL	KISQALI FEMARA	14.5%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - ORAL	LENVIMA	13.5%
GROWTH HORMONE	ZORBTIVE	13.0%	ONCOLOGY - ORAL	LONSURF	12.5%



DEFICIENCY					
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - ORAL	LORBRENA	12.5%
HEMATOLOGIC	CINRYZE	12.5%	ONCOLOGY - ORAL	LYNPARZA	12.2%
HEMATOLOGIC	DOPTelet	13.5%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	MEKTOVI	12.5%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	MELPHALAN	33.1%
HEMATOLOGIC	MULPLETA	13.5%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	NERLYNX	14.3%
HEMATOLOGIC	RUCONEST	13.2%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMATOLOGIC	TAKHZYRO	12.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMATOLOGIC	TAVALISSE	13.5%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMOPHILIA - INFUSED	ADVATE	41.0%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA - INFUSED	ADYNOVATE	32.0%	ONCOLOGY - ORAL	REVLIMID	12.2%
HEMOPHILIA - INFUSED	AFSTYLA	34.0%	ONCOLOGY - ORAL	RUBRACA	12.5%
HEMOPHILIA - INFUSED	ALPHANATE/VO N WILLEBRAND	39.5%	ONCOLOGY - ORAL	RYDAPT	15.4%
HEMOPHILIA - INFUSED	ALPHANINE SD	44.9%	ONCOLOGY - ORAL	SPRYCEL	15.4%
HEMOPHILIA - INFUSED	ALPROLIX	13.5%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHILIA - INFUSED	BEBULIN	20.7%	ONCOLOGY - ORAL	SUTENT	13.7%
HEMOPHILIA - INFUSED	BENEFIX	13.5%	ONCOLOGY - ORAL	TAFINLAR	13.5%
HEMOPHILIA - INFUSED	COAGADEX	30.0%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEMOPHILIA - INFUSED	CORIFACT	27.9%	ONCOLOGY - ORAL	TALZENNA	12.5%
HEMOPHILIA - INFUSED	ELOCTATE	27.9%	ONCOLOGY - ORAL	TARCEVA	14.3%
HEMOPHILIA - INFUSED	FEIBA	31.1%	ONCOLOGY - ORAL	TARGRETIN	14.0%
HEMOPHILIA - INFUSED	HELIXATE FS	40.2%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA - INFUSED	HEMOFIL M	44.4%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEMOPHILIA - INFUSED	HUMATE-P	37.1%	ONCOLOGY - ORAL	TEMOZOLOMID E	51.6%
HEMOPHILIA - INFUSED	IDELVION	13.5%	ONCOLOGY - ORAL	THALOMID	14.8%
HEMOPHILIA - INFUSED	IXINITY	13.5%	ONCOLOGY - ORAL	TIBSOVO	13.5%
HEMOPHILIA - INFUSED	JIVI	22.8%	ONCOLOGY - ORAL	TRETINOIN	44.2%
HEMOPHILIA - INFUSED	KOATE	42.3%	ONCOLOGY - ORAL	TYKERB	14.8%
HEMOPHILIA - INFUSED	KOATE-DVI	42.3%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEMOPHILIA - INFUSED	KOGENATE FS	44.3%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEMOPHILIA - INFUSED	KOVALTRY	35.1%	ONCOLOGY - ORAL	VITRAKVI	14.5%

HEMOPHILIA - INFUSED	MONOCLATE-P	33.7%	ONCOLOGY - ORAL	VIZIMPRO	12.5%
HEMOPHILIA - INFUSED	MONONINE	31.4%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEMOPHILIA - INFUSED	NOVOEIGHT	41.8%	ONCOLOGY - ORAL	XALKORI	11.9%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	33.7%	ONCOLOGY - ORAL	XELODA	15.4%
HEMOPHILIA - INFUSED	NUWIQ	36.1%	ONCOLOGY - ORAL	XOSPATA	14.5%
HEMOPHILIA - INFUSED	PROFILNINE	30.0%	ONCOLOGY - ORAL	XTANDI	13.5%
HEMOPHILIA - INFUSED	REBINYN	17.6%	ONCOLOGY - ORAL	YONSA	13.5%
HEMOPHILIA - INFUSED	RECOMBINATE	40.2%	ONCOLOGY - ORAL	ZEJULA	13.5%
HEMOPHILIA - INFUSED	RIXUBIS	13.7%	ONCOLOGY - ORAL	ZELBORAF	13.0%
HEMOPHILIA - INFUSED	TRETTEN	12.5%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HEMOPHILIA - INFUSED	VONVENDI	11.9%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HEMOPHILIA - INFUSED	WILATE	36.1%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEMOPHILIA - INFUSED	XYNTHA	38.4%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEMOPHILIA - INJECTABLE	HEMLIBRA	12.5%	ONCOLOGY - TOPICAL	TARGRETIN	14.0%
HEPATITIS B	ADEFOVIR DIPVOXIL	33.1%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HEPATITIS B	BARACLUDE	13.5%	OPHTHALMIC	OXERVATE	12.5%
HEPATITIS B	ENTECAVIR	56.7%	OSTEOPOROSIS	FORTEO	13.5%
HEPATITIS B	EPIVIR HBV	33.1%	OSTEOPOROSIS	TYMLOS	13.3%
HEPATITIS B	HEPSERA	13.5%	PARKINSONS DISEASE	APOKYN	11.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	PULMONARY DISEASE	ESBRIET	13.5%
HEPATITIS B	VEMLIDY	13.3%	PULMONARY DISEASE	OFEV	12.5%
HEPATITIS C	DAKLINZA	13.5%	PULMONARY HYPERTENSION	ADCIRCA	13.5%
HEPATITIS C	EPCLUSA	13.5%	PULMONARY HYPERTENSION	ADEMPAS	13.5%
HEPATITIS C	HARVONI	15.0%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HEPATITIS C	LEDIPASVIR/SO FOSBUVIR	13.5%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HEPATITIS C	MAVYRET	14.0%	PULMONARY HYPERTENSION	ORENITRAM	13.5%
HEPATITIS C	OLYSIO	14.3%	PULMONARY HYPERTENSION	REVATIO	13.3%
HEPATITIS C	PEGASYS	16.4%	PULMONARY HYPERTENSION	TADALAFIL	13.5%
HEPATITIS C	PEGINTRON	17.5%	PULMONARY HYPERTENSION	TRACLEER	13.5%
HEPATITIS C	SOFOSBUVIR/VE LPATASVIR	13.5%	PULMONARY HYPERTENSION	TYVASO	13.0%
HEPATITIS C	SOVALDI	14.0%	PULMONARY HYPERTENSION	UPTRAVI	14.5%
HEPATITIS C	TECHNIVIE	13.5%	PULMONARY HYPERTENSION	VENTAVIS*	13.0%
HEPATITIS C	VIEKIRA PAK	13.5%	TRANSPLANT	ASTAGRAF XL	12.5%
HEPATITIS C	VIEKIRA XR	13.5%	TRANSPLANT	CELLCEPT	13.4%
HEPATITIS C	VOSEVI	14.0%	TRANSPLANT	CYCLOSPORINE	51.8%
HEPATITIS C	ZEPATIER	13.9%	TRANSPLANT	CYCLOSPORINE	51.8%

				MODIFIED	
IMMUNE MODULATOR	ACTIMMUNE	14.3%	TRANSPLANT	ENVARUSUS XR	13.5%
IMMUNE MODULATOR	ARCALYST	15.0%	TRANSPLANT	GENGRAF	64.0%
INFERTILITY	BRAVELLE	13.2%	TRANSPLANT	MYCOPHENOLATE MOFETIL	93.4%
INFERTILITY	CETROTIDE	14.3%	TRANSPLANT	MYCOPHENOLIC ACID	33.1%
INFERTILITY	CHORIONIC GONADOTROPIN	22.8%	TRANSPLANT	MYCOPHENOLIC ACID DR	33.1%
INFERTILITY	FOLLISTIM AQ	13.2%	TRANSPLANT	MYFORTIC	14.3%
INFERTILITY	GANIRELIX ACETATE	10.0%	TRANSPLANT	NEORAL	23.9%
INFERTILITY	GONAL-F	22.9%	TRANSPLANT	PROGRAF	14.1%
INFERTILITY	GONAL-F RFF	22.8%	TRANSPLANT	RAPAMUNE	14.3%
INFERTILITY	MENOPUR	10.0%	TRANSPLANT	SANDIMMUNE	27.1%
INFERTILITY	NOVAREL	15.0%	TRANSPLANT	SIROLIMUS	33.1%
INFERTILITY	OVIDREL	14.3%	TRANSPLANT	TACROLIMUS	79.1%
INFERTILITY	PREGNYL	14.5%	TRANSPLANT	ZORTRESS	13.5%

\*Includes  
Nebulizer

## FINANCIAL RENEWAL AND TERMS AMENDMENT NO. 4

**This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Williamson County ("Customer"), Contract No. 911463, and is effective on January 1, 2021 unless otherwise specified.**

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Williamson County

United HealthCare Services, Inc.

By \_\_\_\_\_  
Authorized Signature

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

By Holly Durinick  
Authorized Signature

Print Name Holly Durinick

Print Title Regional Contract Manager

Date 12/10/2020

Renewal 2Q 2020

**The Administrative Services Agreement is amended as noted below.**

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

**Effective January 1, 2021, the following is added to Section 1 Definitions:**

**Standard of Care:** In providing all services set forth in this Agreement, United shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent claims administrator/fiduciary acting in a like capacity and familiar with such matters would use under similar circumstances.

**Effective January 1, 2021, any references to Shared Savings Program, Facility Reasonable & Customary Charge Determination Program, Reasonable and Customary Charge Guidelines, and/or Maximum Non-Network Reimbursement Program, each as applicable, in Section H. Network Services in Exhibit A are replaced in their entirety as follows:**

<b>Naviguard – Emergent/RAPL (Participant Had No Choice).</b> Offers a reimbursement methodology applicable to out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where the Participant can access dedicated resources as well on-line materials to help Participants stay in network where assistance is provided in explaining reimbursement methodologies.	Participants are held harmless from provider balance billing.  Program complies with applicable law and regulation including but not limited to the ACA minimum reimbursement methodology.
<b>Naviguard – Non Emergent (Participant Had Choice).</b> Offers a reimbursement methodology applicable to out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where the Participant can access dedicated resources as well on-line materials to help Participants stay in network where assistance is provided in explaining reimbursement methodologies.	Customer directs United, at United's discretion, to increase compensation for a particular claim if United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).

**Effective January 1, 2021, Section D - eServices® Customer Reporting Services is hereby deleted and replaced with the following with removal of Interface with third party stop loss vendor.**

Service	Comments
<b>An online customer reporting system</b> including up to five customer IDs.	
<b><u>Reporting Access Levels:</u></b>	Customer's access level is based upon its election.
<ul style="list-style-type: none"> <li><b><u>Standard</u></b> – Basic report package of “subscription” financial and utilization information produced on a pre-scheduled basis.</li> <li><b><u>Select</u></b> – In addition to the Standard features, interactive access to eCR tools allowing the user to customize report parameters to facilitate detailed views of the data. Includes a broad array of membership and utilization reports.</li> <li><b><u>Expanded</u></b> – In addition to the Select features, allows the user greater ad-hoc and customizable capabilities to obtain detailed performance information.</li> </ul>	Expanded Level reports are available to customers with Select Level reporting on an ad hoc basis for an additional charge per report.
<b><u>Non-standard or ad hoc reports</u></b>	Fees are determined on a report-specific basis
United reserves the right, from time to time, to change the content, format and/or type of its reports.	

**Effective January 1, 2021 Section A2 Recovery Services in Exhibit A is replaced in its entirety as follows:**

**Section A2 Prevention and Recovery Services**

United will provide prevention and recovery services for Overpayments and other Plan recovery and savings opportunities as described herein.

**Overpayments.** United will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

**Payment Integrity Services.** United provides services to help prevent, identify, and resolve irregular claims ("Payment Integrity Services"). United's Payment Integrity Services help guard against potential errors, fraud, waste and abuse by reviewing claims on a pre- and/or post-adjudicated basis.

United's Payment Integrity Services processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Payment Integrity Services to Customer and to United's other customers. Services include all work to identify recovery and savings opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any particular level of prevention, detection, or recovery.

United makes available to Customer an array of standard and optional Payment Integrity Services, as identified in Exhibit B - Fees.

**Recovery Process – Non-Class Action Recoveries.** Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where United pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted United an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular claim or for any particular Customer. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical, as determined in United's discretion. While United may initiate litigation or arbitration to facilitate a recovery, United has no obligation to do so. If United initiates litigation or arbitration, Customer will cooperate with United in the litigation or arbitration.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section A2.

**Recovery Process – Class Action Recoveries.** Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If United elects to seek recovery of such an Overpayment that is at issue in a class action, United will provide written notice to Customer of its intention. If Customer does not want United to seek recovery of the Overpayment, Customer shall notify United in writing within thirty (30) days of receiving notice from United. If Customer does not so notify United, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to United all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with United in any resulting litigation or arbitration that United may file to pursue the Overpayments.

If Customer provides United with written notice that it does not want United to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, United will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section A2.

**Offsetting Process.** In some instances, United may be able to obtain an Overpayment recovery by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with services provided to any Participants; or (2) future benefits that are payable in connection with services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments. In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process in no way impact the decision as to whether or not a benefit is payable under the Plan. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the designated representative for the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

**Recovery Fees.** Customer will be charged a fee for the Payment Integrity Services described in this Section A2. That fee is set forth in Exhibit B-Fees. No fees will be charged (a) if the Overpayment is solely the result of United's acts, or (b) for recoveries obtained through a class action where United does not file an opt-out case on behalf of Customer. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's failure to meet the Standard of Care or willful misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

**Exhibit B Fees (renewed annually):**

## **EXHIBIT B - FEES**

**Contract Number 911463**

**The following financial terms are effective for the period January 1, 2021 through December 31, 2023.**

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

### **Standard Medical Service Fees**

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

#### **Effective January 1, 2021 through December 31, 2021**

The Standard Medical Fees are based upon an estimated minimum of 1,602 enrolled Employees.

#### **The Standard Medical Service Fees are the sum of the following:**

- \$51.55 per Employee per month covered under the Choice Plus and Choice Plus HSA portions of the Plan.
- \$54.25 per Employee per month covered under the Nexus portion of the Plan.

Average Contract Size: 2.20

#### **Effective January 1, 2022 through December 31, 2022**

#### **The Standard Medical Service Fees are the sum of the following:**

- \$53.10 per Employee per month covered under the Choice Plus and Choice Plus HSA portions of the Plan.
- \$55.88 per Employee per month covered under the Nexus portion of the Plan.

#### **Effective January 1, 2023 through December 31, 2023**

#### **The Standard Medical Service Fees are the sum of the following:**

- \$53.10 per Employee per month covered under the Choice Plus and Choice Plus HSA portions of the Plan.
- \$55.88 per Employee per month covered under the Nexus portion of the Plan.

### **Pharmacy AWP Contract Rate**

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for Average Wholesale Price information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. United will not use two or more pricing sources simultaneously for a given claim.

### **Other Fees**

<b>Service Description</b>	<b>Fee</b>
Naviguard	Customer will pay a fee equal to \$2.50 per employee per month, to be paid through a withdrawal from the Bank Account. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts



	payable by both the Participant and the Plan, after the application of the reimbursement calculation.
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Dental Administration	The Standard Dental Service Fees are the sum of \$3.12 per Employee per month.  Average Contract Size: 2.30

### **Payment Integrity Services**

<b>Service Description</b>	<b>Fee</b>
<b>Fraud, Waste, and Abuse Management</b> <ul style="list-style-type: none"> <li>Detection and recovery of wasteful, abusive, and/or fraudulent claims.</li> <li>Search for claims for patterns which indicate possible waste or error by identifying specific claims for additional review.</li> </ul> Pre-adjudicated claims or post-adjudicated claims.	Fee not to exceed 22% of the gross recovery or prevented amount
<b>Litigation and Arbitration Fees for Recoveries</b> <ul style="list-style-type: none"> <li>Litigation or arbitration to recovery any Overpayments and other Plan recovery opportunities.</li> <li>Outside attorneys' fees and costs directly incurred with litigation or arbitration.</li> <li>Pre-adjudicated claims or post-adjudication claims.</li> </ul>	Outside attorneys' fees and costs will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
<b>Hospital Bill and Premium Audit Services</b> <ul style="list-style-type: none"> <li>In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy.</li> <li>Post-adjudicated claims.</li> </ul>	Fee not to exceed 22% of the gross recovery amount.
<b>Advanced Analytics and Recovery</b> <ul style="list-style-type: none"> <li>United's large-scale analytics to identify additional recovery opportunities.</li> <li>Claims re-examined every month for up to 12 months.</li> <li>Post-adjudicated claims.</li> </ul>	Fee not to exceed 24% of the gross recovery amount
<b>Third Party Liability</b> <ul style="list-style-type: none"> <li>Services to prevent the payment of Plan Benefits, or recover Plan Benefits which should be paid by a third party</li> <li>Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments.</li> <li>Pre-adjudicated claims or post-adjudicated. claims.</li> <li>Customer will not engage any entity except United to provide such services without prior United approval.</li> </ul>	Fee not to exceed 33.33% of the applicable savings amount.
<b>Credit Balance Recovery</b> <ul style="list-style-type: none"> <li>Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology.</li> <li>On-site at hospitals and facilities.</li> <li>Post-adjudicated claims.</li> </ul>	Fee not to exceed 10% of the gross recovery amount.

### **Credits**

#### **Wellness Allowance**

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United.

\$40,000 Wellness annual allowance

## Renewal Allowance

United will provide a renewal allowance to help Customer mitigate costs associated with a renewal change, to be used at Customer's discretion. United will provide a one month Renewal Allowance to help Customer mitigate costs associated with an administrative service provider change.

The Renewal Allowance will be paid via a credit to the Customer fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. This is a one-time first year credit.

To qualify for this waiver, Customer's enrollment must exceed 1602 employees. If Customer terminates Agreement prior to December 31, 2021 Customer will pay United a prorated portion of this fee waiver as follows:

This allowance is available during the **first month** of the renewal term. The renewal allowance will be paid through a credit to Customer's fees.

**Renewal Allowance** \$53.58 per Employee per month Renewal allowance (in January)

### Early Termination Penalty:

Termination prior to December 31, 2019: 100% of the Fee Waiver

Termination prior to December 31, 2020: 50% of the Fee Waiver

Termination prior to December 31, 2021: 25% of the Fee Waiver

Caveat:

The Renewal Allowance does not replace the binder check requirement at point of sale.

1 Commissions are excluded from Renewal Allowance.

## Flexible Spending Account Administration

Contract No.: 911765

The following financial terms are effective for the period January 1, 2021 through December 31, 2021

Service Description	Fee
FSA Administration	\$2.95 Per Enrollee Per Month (PEPM)
Additional FSA Fees	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Nondiscrimination testing	\$500 per occurrence

## COBRA Administration

The following financial terms are effective for the period January 1, 2018 through December 31, 2022

	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022
<b>COBRA and/or Direct Billing Set Up and Maintenance</b>	<b>\$0.55 PEPM</b>	<b>\$0.55 PEPM</b>	<b>\$0.55 PEPM</b>	<b>\$0.55 PEPM</b>	<b>\$0.55 PEPM</b>
Group Setup Fee (one time fee at implementation)	Included	n/a	n/a	n/a	n/a
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included	n/a	n/a	n/a	n/a
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a	Included	Included	Included	Included
<b>COBRA Services</b>					
Ongoing COBRA Continuant Per Month Charge	Included	Included	Included	Included	Included
Qualifying Event Notifications: Qualifying Event Services (fee per	Included	Included	Included	Included	Included

Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)					
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included	Included	Included	Included	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included	Included	Included	Included	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included	Included	Included	Included	Included
Texas State Continuation Notification (per notice)	Included	Included	Included	Included	Included
Past Due Notices to Continuant (per notice, upon request)	Included	Included	Included	Included	Included

*Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.*

#### **Retiree Billing Services**

Retiree Direct Billing (per continuant per month)	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Past Due Notices to Continuant (per notice, upon request)	Included	Included	Included	Included	Included

*The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services*

#### **Employee Notification Services**

Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Medicare-D Notifications	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95

#### **Open Enrollment Services**

Open Enrollment Service (per person) Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client  *There is a \$100 minimum for Open Enrollment Services	\$8.00 Plus Postage	\$8.00 Plus Postage	\$8.00 Plus Postage	\$8.00 Plus Postage	\$8.00 Plus Postage
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\*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.

## EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2021 through December 31, 2021 (“Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00%		

	95.99% - 95.50%	
	95.49% - 95.00%	
	Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50%	
	98.49% - 98.00%	
	97.99% - 97.50%	
	97.49% - 97.00	
	Below 97.00%	
Member Phone Service		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.		
Average Speed of Answer		
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
	Time answered in seconds, on average	seconds 30
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less	
	34 seconds or less	
	36 seconds or less	
	38 seconds or less	
	Greater than 38 seconds	
Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50%	
	2.51% - 3.00%	
	3.01% - 3.50%	
	3.51% - 4.00%	
	Greater than 4.00%	

Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program.	
Level	Office that services Customer’s account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads “Overall, how satisfied are you with the way we administer your medical health insurance plan?”	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer’s account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads “How satisfied are you overall with UnitedHealthcare?”	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

**Effective January 1, 2021 through December 31, 2023 (each twelve month period is a “Guarantee Period”)**

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria	<div>01/01/202101/01/202201/01/2023</div>		
	Combined Discount Guarantee - Broad Network		
	Retail Brand, Average Wholesale Price (AWP) less	21.5%	21.5%
	Retail Brand -- 90 Day Supply, AWP less	24.0%	24.0%
	Retail Generic - 30 and 90 Day Supply, AWP less	83.0%	83.0%
	Mail Order Brand, AWP less	25.0%	25.0%
	Mail Order Generic, AWP less	86.0%	86.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
	Dispensing Fees - Broad Network		
	Retail Brand - 30 Day	\$0.55	\$0.55
	Retail Brand -- 90 Day Supply	\$0.15	\$0.15
	Retail Generic - 30 Day	\$0.55	\$0.55
	Retail Generic -- 90 Day Supply	\$0.15	\$0.15
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Minimum Rebate Guarantee (Advantage PDL)		
	Rebate Sharing Percentage	100.0%	100.0%
	Basis, per script	Brand	Brand
	Retail - 30 and 90 Day	\$252.60	\$284.81
	Mail Order	\$437.62	\$479.48
	Specialty	Included In Retail	Included In Retail
Level	Customer Specific		
Period	Annually		
Payment Period	Annually		
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.		
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.		
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.		
Conditions	<b>Discount &amp; Dispense Fee Specific Conditions</b> <ul style="list-style-type: none"> <li>Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component.</li> <li>Does not apply to items covered under the Plan for which no AWP measure exists.</li> <li>Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li> </ul>		

-	<ul style="list-style-type: none"> <li>• The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims.</li> </ul>
-	<ul style="list-style-type: none"> <li>• The Arrangement excludes vaccines.</li> </ul>
-	<ul style="list-style-type: none"> <li>• The Arrangement includes usual &amp; customary claims, long term care facility claims, veterans' affairs facility claims, over-the-counter claims.</li> <li>• The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.</li> <li>• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.</li> <li>• The Mail Order guarantee includes drugs dispensed for 46 days or greater.</li> <li>• Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.</li> <li>• Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None.</li> </ul>
-	<p><b>Rebate Specific Conditions</b></p> <ul style="list-style-type: none"> <li>• Assumes implementation of United's Advantage PDL</li> <li>• Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer, claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, grandfathered products, claims from 340B, long term care or federal government pharmacies, consumer card or discount card program claims and direct member reimbursement claims.</li> </ul> <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> <li>• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level</li> <li>• if the percentage of enrolled pharmacy members with coverage access to authorized brand alternatives exceeds 46%</li> <li>• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates</li> <li>• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates</li> <li>• if Customer changes or does not elect an Incented plan design</li> <li>• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.</li> <li>• Specialty rebates are included in the guaranteed retail per-script rebates above.</li> <li>• Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.</li> <li>• If Customer terminates pharmacy benefit services with United prior to 12/31/2023, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.</li> <li>• Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.</li> <li>• Vaccines are excluded from the claim counts.</li> </ul>
-	<p><b>General Conditions</b></p> <ul style="list-style-type: none"> <li>• All pricing guarantees shall remain in effect for the entire contract period of 01/01/2021 through 12/31/2023 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.</li> </ul>



TRRX (03/2020)	<ul style="list-style-type: none"> <li>• Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.</li> <li>• In the event vaccines are covered under the pharmacy benefit, vaccines will be excluded from the discount, dispense fee and rebate guarantees.</li> <li>• On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.</li> <li>• Pricing and guarantees assume enrollment of 1,602 Employees and 3,530 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.</li> <li>• The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.</li> <li>• All pricing guarantees require the selection of United as the exclusive mail provider.</li> </ul> <p>United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.</p> <ul style="list-style-type: none"> <li>• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.</li> </ul>
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Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	<ul style="list-style-type: none"> <li>• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.</li> <li>• Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded.</li> </ul>

	<ul style="list-style-type: none"> <li>Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order).</li> <li>Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.</li> <li>United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark</li> <li>On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.</li> </ul>				
Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.5%	INFLAMMATORY CONDITIONS	RIDAURA	14.1%
ANEMIA	EPOGEN	13.3%	INFLAMMATORY CONDITIONS	RINVOQ	14.1%
ANEMIA	PROCRIT	13.6%	INFLAMMATORY CONDITIONS	SILIQ	11.4%
ANEMIA	RETACRIT	14.1%	INFLAMMATORY CONDITIONS	SIMPONI	14.1%
ANTICONVULSANT	DIACOMIT	12.5%	INFLAMMATORY CONDITIONS	SKYRIZI	12.5%
ANTICONVULSANT	EPIDIOLEX	12.5%	INFLAMMATORY CONDITIONS	STELARA	14.1%
ANTIHYPERLIPIDEMIC	JUXTAPID	13.2%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ANTI-INFECTIVE	ARIKAYCE	13.0%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%
ANTI-INFECTIVE	DARAPRIM	12.5%	INFLAMMATORY CONDITIONS	XELJANZ	14.1%
ASTHMA	NUCALA	14.5%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.1%
CARDIOVASCULAR	NORTHERA	14.0%	IRON OVERLOAD	DEFERASIROX	33.1%
CARDIOVASCULAR	VYNDAMAX	12.5%	IRON OVERLOAD	EXJADE	12.1%
CARDIOVASCULAR	VYNDAQEL	12.5%	IRON OVERLOAD	FERRIPROX	12.5%
CNS AGENTS	AUSTEDO	12.5%	IRON OVERLOAD	JADENU	13.5%
CNS AGENTS	FIRDAPSE	10.4%	LIVER DISEASE	OCALIVA	15.0%
CNS AGENTS	HETLIOZ	14.0%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
CNS AGENTS	INGREZZA	13.0%	MOOD DISORDER DRUGS	SPRAVATO	13.5%
CNS AGENTS	RILUTEK	13.5%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
CNS AGENTS	RILUZOLE	92.6%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
CNS AGENTS	RUZURGI	11.4%	MULTIPLE SCLEROSIS	AVONEX	14.0%
CNS AGENTS	SABRIL	16.1%	MULTIPLE SCLEROSIS	BETASERON	14.1%
CNS AGENTS	TETRABENAZINE	41.3%	MULTIPLE SCLEROSIS	COPAXONE	14.7%
CNS AGENTS	TIGLUTIK	6.0%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	38.2%
CNS AGENTS	VIGABATRIN	17.6%	MULTIPLE SCLEROSIS	EXTAVIA	14.1%
CNS AGENTS	VIGADRONE	16.6%	MULTIPLE SCLEROSIS	GILENYA	14.0%
CNS AGENTS	XENAZINE	15.5%	MULTIPLE SCLEROSIS	GLATIRAMER	69.7%

CNS AGENTS	XYREM	6.3%	MULTIPLE SCLEROSIS	GLATOPA	69.1%
CYSTIC FIBROSIS	BETHKIS	11.4%	MULTIPLE SCLEROSIS	MAVENCLAD	14.0%
CYSTIC FIBROSIS	CAYSTON	14.5%	MULTIPLE SCLEROSIS	MAYZENT	12.5%
CYSTIC FIBROSIS	KALYDECO	13.5%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	MULTIPLE SCLEROSIS	REBIF	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.0%
CYSTIC FIBROSIS	PULMOZYME	15.0%	MULTIPLE SCLEROSIS	TECFIDERA	14.0%
CYSTIC FIBROSIS	SYMDEKO	13.5%	NEUTROPENIA	FULPHILA	13.8%
CYSTIC FIBROSIS	TOBI	13.8%	NEUTROPENIA	GRANIX	13.8%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	NEUTROPENIA	LEUKINE	13.8%
CYSTIC FIBROSIS	TOBRAMYCIN	37.2%	NEUTROPENIA	NEULASTA	13.8%
ENDOCRINE	BUPHENYL	14.8%	NEUTROPENIA	NEUPOGEN	13.8%
ENDOCRINE	CARBAGLU	7.3%	NEUTROPENIA	NIVESTYM	13.8%
ENDOCRINE	CHENODAL	9.4%	NEUTROPENIA	UDENYCA	13.8%
ENDOCRINE	CUPRIMINE	14.1%	NEUTROPENIA	ZARXIO	13.8%
ENDOCRINE	CYSTADANE	10.4%	ONCOLOGY - INJECTABLE	ELIGARD	12.6%
ENDOCRINE	CYSTARAN	13.0%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
ENDOCRINE	DEPEN TITRATABS	14.0%	ONCOLOGY - INJECTABLE	LEUPROLIDE	48.5%
ENDOCRINE	D-PENAMINE	13.0%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
ENDOCRINE	EGRIFTA	13.5%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
ENDOCRINE	FIRMAGON	13.5%	ONCOLOGY - ORAL	ABIRATERONE	33.1%
ENDOCRINE	GATTEX	14.8%	ONCOLOGY - ORAL	AFINITOR	14.1%
ENDOCRINE	H.P. ACTHAR	13.5%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.1%
ENDOCRINE	JYNARQUE	12.5%	ONCOLOGY - ORAL	ALECENSA	14.1%
ENDOCRINE	KEVEYIS	13.0%	ONCOLOGY - ORAL	ALKERAN	15.4%
ENDOCRINE	KORLYM	11.4%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
ENDOCRINE	KUVAN	12.7%	ONCOLOGY - ORAL	BALVERSA	13.5%
ENDOCRINE	MYALEPT	7.3%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
ENDOCRINE	NATPARA	13.2%	ONCOLOGY - ORAL	BOSULIF	13.5%
ENDOCRINE	NITYR	11.9%	ONCOLOGY - ORAL	BRAFTOVI	14.0%
ENDOCRINE	OCTREOTIDE ACETATE	56.8%	ONCOLOGY - ORAL	CABOMETYX	12.5%
ENDOCRINE	PENICILLAMINE	24.0%	ONCOLOGY - ORAL	CALQUENCE	13.5%
ENDOCRINE	PROCYSBI	7.3%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
ENDOCRINE	RAVICTI	15.0%	ONCOLOGY - ORAL	CAPRELSA	9.4%
ENDOCRINE	SAMSCA	13.5%	ONCOLOGY - ORAL	COMETRIQ	10.9%
ENDOCRINE	SANDOSTATIN	13.8%	ONCOLOGY - ORAL	COPIKTRA	14.5%

ENDOCRINE	SIGNIFOR	7.3%	ONCOLOGY - ORAL	COTELLIC	12.5%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.1%	ONCOLOGY - ORAL	DAURISMO	12.5%
ENDOCRINE	SOMATULINE DEPOT	13.5%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
ENDOCRINE	SOMAVERT	10.6%	ONCOLOGY - ORAL	ERLEADA	13.5%
ENDOCRINE	SYPRINE	13.5%	ONCOLOGY - ORAL	ERLOTINIB	33.1%
ENDOCRINE	THIOLA	11.4%	ONCOLOGY - ORAL	ETOPOSIDE	13.5%
ENDOCRINE	TRIENTINE	47.2%	ONCOLOGY - ORAL	FARYDAK	11.4%
ENDOCRINE	XERMELO	13.0%	ONCOLOGY - ORAL	GILOTTRIF	7.3%
ENDOCRINE	XURIDEN	12.5%	ONCOLOGY - ORAL	GLEEVEC	15.4%
ENZYME DEFICIENCY	CHOLBAM	4.2%	ONCOLOGY - ORAL	GLEOSTINE	15.4%
ENZYME DEFICIENCY	CYSTAGON	10.9%	ONCOLOGY - ORAL	HYCANTIN	14.8%
ENZYME DEFICIENCY	GALAFOLD	14.0%	ONCOLOGY - ORAL	IBRANCE	13.0%
ENZYME DEFICIENCY	MIGLUSTAT	33.1%	ONCOLOGY - ORAL	ICLUSIG	12.7%
ENZYME DEFICIENCY	ORFADIN	2.2%	ONCOLOGY - ORAL	IDHIFA	14.5%
ENZYME DEFICIENCY	PALYNZIQ	11.4%	ONCOLOGY - ORAL	IMATINIB MESYLATE	84.6%
ENZYME DEFICIENCY	STRENSIQ	11.3%	ONCOLOGY - ORAL	IMBRUVICA	14.0%
ENZYME DEFICIENCY	SUCRAID	12.2%	ONCOLOGY - ORAL	INLYTA	13.6%
ENZYME DEFICIENCY	TEGSEDI	7.3%	ONCOLOGY - ORAL	INREBIC	12.5%
ENZYME DEFICIENCY	ZAVESCA	7.3%	ONCOLOGY - ORAL	IRESSA	14.5%
GAUCHERS DISEASE	CERDELGA	13.5%	ONCOLOGY - ORAL	JAKAFI	12.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	ONCOLOGY - ORAL	KISQALI	14.5%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	ONCOLOGY - ORAL	KISQALI FEMARA	15.0%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	ONCOLOGY - ORAL	LENVIMA	14.5%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.0%	ONCOLOGY - ORAL	LONSURF	12.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	14.2%	ONCOLOGY - ORAL	LORBRENA	11.4%
GROWTH HORMONE DEFICIENCY	OMNITROPE	14.5%	ONCOLOGY - ORAL	LYNPARZA	12.2%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	ONCOLOGY - ORAL	MATULANE	13.0%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	ONCOLOGY - ORAL	MEKINIST	11.4%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - ORAL	MEKTOVI	14.0%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.0%	ONCOLOGY - ORAL	MELPHALAN	33.1%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMATOLOGIC	CABLIVI	13.5%	ONCOLOGY - ORAL	NERLYNX	14.3%
HEMATOLOGIC	CINRYZE	14.5%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMATOLOGIC	DOPTLET	13.5%	ONCOLOGY - ORAL	NILANDRON	15.0%

HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	NILUTAMIDE	27.9%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMATOLOGIC	ICATIBANT	13.5%	ONCOLOGY - ORAL	NUBEQA	12.5%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMATOLOGIC	MULPLETA	13.5%	ONCOLOGY - ORAL	PIQRAY	11.9%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMATOLOGIC	RUCONEST	13.2%	ONCOLOGY - ORAL	PURIXAN	12.5%
HEMATOLOGIC	TAKHZYRO	13.5%	ONCOLOGY - ORAL	REVLIMID	14.8%
HEMATOLOGIC	TAVALISSE	13.5%	ONCOLOGY - ORAL	ROZLYTREK	15.4%
HEMOPHILIA - INFUSED	ADVATE	43.2%	ONCOLOGY - ORAL	RUBRACA	14.5%
HEMOPHILIA - INFUSED	ADYNOVATE	34.1%	ONCOLOGY - ORAL	RYDAPT	15.4%
HEMOPHILIA - INFUSED	AFSTYLA	34.0%	ONCOLOGY - ORAL	SPRYCEL	15.4%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	42.0%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.3%	ONCOLOGY - ORAL	SUTENT	14.8%
HEMOPHILIA - INFUSED	ALPROLIX	13.5%	ONCOLOGY - ORAL	TABLOID	15.4%
HEMOPHILIA - INFUSED	BENEFIX	14.5%	ONCOLOGY - ORAL	TAFINLAR	13.5%
HEMOPHILIA - INFUSED	COAGADEX	30.0%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEMOPHILIA - INFUSED	CORIFACT	27.9%	ONCOLOGY - ORAL	TALZENNA	13.5%
HEMOPHILIA - INFUSED	ELOCTATE	27.9%	ONCOLOGY - ORAL	TARCEVA	15.3%
HEMOPHILIA - INFUSED	FEIBA	40.2%	ONCOLOGY - ORAL	TARGRETIN	14.0%
HEMOPHILIA - INFUSED	HEMOFIL M	44.4%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA - INFUSED	HUMATE-P	37.1%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEMOPHILIA - INFUSED	IDELVION	13.5%	ONCOLOGY - ORAL	TEMOZOLOMIDE	51.6%
HEMOPHILIA - INFUSED	IXINITY	13.5%	ONCOLOGY - ORAL	THALOMID	14.8%
HEMOPHILIA - INFUSED	JIVI	22.8%	ONCOLOGY - ORAL	TIBSOVO	13.5%
HEMOPHILIA - INFUSED	KOATE	42.3%	ONCOLOGY - ORAL	TRETINOIN	44.2%
HEMOPHILIA - INFUSED	KOATE-DVI	42.3%	ONCOLOGY - ORAL	TURALIO	14.0%
HEMOPHILIA - INFUSED	KOGENATE FS	47.3%	ONCOLOGY - ORAL	TYKERB	14.8%
HEMOPHILIA - INFUSED	KOVALTRY	45.7%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEMOPHILIA - INFUSED	MONONINE	31.4%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.3%	ONCOLOGY - ORAL	VITRAKVI	14.5%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	38.3%	ONCOLOGY - ORAL	VIZIMPRO	8.3%
HEMOPHILIA - INFUSED	NUWIQ	48.2%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEMOPHILIA - INFUSED	PROFILNINE	30.0%	ONCOLOGY - ORAL	XALKORI	11.9%

HEMOPHILIA - INFUSED	REBINYN	17.6%	ONCOLOGY - ORAL	XELODA	15.4%
HEMOPHILIA - INFUSED	RECOMBINATE	41.3%	ONCOLOGY - ORAL	XOSPATA	14.5%
HEMOPHILIA - INFUSED	RIXUBIS	13.7%	ONCOLOGY - ORAL	XPOVIO	14.3%
HEMOPHILIA - INFUSED	TRETTEN	14.4%	ONCOLOGY - ORAL	XTANDI	13.5%
HEMOPHILIA - INFUSED	VONVENDI	11.9%	ONCOLOGY - ORAL	YONSA	13.5%
HEMOPHILIA - INFUSED	WILATE	42.3%	ONCOLOGY - ORAL	ZEJULA	13.7%
HEMOPHILIA - INFUSED	XYNTHA	38.4%	ONCOLOGY - ORAL	ZELBORAF	13.0%
HEMOPHILIA - INJECTABLE	HEMLIBRA	12.5%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.1%	ONCOLOGY - ORAL	ZYDELIG	14.5%
HEPATITIS B	BARACLUDE	13.8%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS B	ENTECAVIR	61.5%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - TOPICAL	TARGRETIN	14.0%
HEPATITIS B	HEPSERA	13.7%	ONCOLOGY - TOPICAL	VALCHLOR	9.9%
HEPATITIS B	LAMIVUDINE HBV	33.1%	OPHTHALMIC	OXERVATE	12.5%
HEPATITIS B	VEMLIDY	13.3%	OSTEOPOROSIS	FORTEO	13.9%
HEPATITIS C	EPCLUSA	14.0%	OSTEOPOROSIS	TYMLOS	13.3%
HEPATITIS C	HARVONI	15.0%	PARKINSONS DISEASE	APOKYN	11.5%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	15.0%	PARKINSONS DISEASE	INBRIJA	9.4%
HEPATITIS C	MAVYRET	14.0%	PULMONARY DISEASE	ESBRIET	13.5%
HEPATITIS C	PEGASYS	16.5%	PULMONARY DISEASE	OFEV	12.5%
HEPATITIS C	PEGINTRON	17.5%	PULMONARY HYPERTENSION	ADCIRCA	13.5%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	14.0%	PULMONARY HYPERTENSION	ADEMPAS	13.5%
HEPATITIS C	SOVALDI	14.0%	PULMONARY HYPERTENSION	ALYQ	58.8%
HEPATITIS C	VIEKIRA PAK	13.5%	PULMONARY HYPERTENSION	AMBRISENTAN	33.1%
HEPATITIS C	VOSEVI	14.0%	PULMONARY HYPERTENSION	BOSENTAN	33.1%
HEPATITIS C	ZEPATIER	13.9%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
IMMUNE MODULATOR	ACTIMMUNE	14.3%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
IMMUNE MODULATOR	ARCALYST	15.0%	PULMONARY HYPERTENSION	ORENITRAM	13.5%
INFERTILITY	CETROTIDE	17.1%	PULMONARY HYPERTENSION	REVATIO	13.3%
INFERTILITY	CHORIONIC GONADOTROPIN	33.1%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%
INFERTILITY	FOLLISTIM AQ	15.5%	PULMONARY HYPERTENSION	TADALAFIL	33.1%
INFERTILITY	GANIRELIX ACETATE	15.5%	PULMONARY HYPERTENSION	TRACLEER	13.5%
INFERTILITY	GONAL-F	23.8%	PULMONARY HYPERTENSION	TYVASO	13.0%
INFERTILITY	GONAL-F RFF	22.8%	PULMONARY HYPERTENSION	UPTRAVI	14.8%
INFERTILITY	MENOPUR	16.1%	PULMONARY HYPERTENSION	VENTAVIS*	13.0%

INFERTILITY	NOVAREL	15.0%	TRANSPLANT	ASTAGRAF XL	14.1%
INFERTILITY	OVIDREL	17.1%	TRANSPLANT	CELLCEPT	13.4%
INFERTILITY	PREGNYL	14.5%	TRANSPLANT	CYCLOSPORINE	51.8%
INFLAMMATORY CONDITIONS	ACTEMRA	14.2%	TRANSPLANT	CYCLOSPORINE MODIFIED	54.6%
INFLAMMATORY CONDITIONS	CIMZIA	15.5%	TRANSPLANT	ENVARUSUS XR	13.5%
INFLAMMATORY CONDITIONS	COSENTYX	13.5%	TRANSPLANT	GENGRAF	71.7%
INFLAMMATORY CONDITIONS	DUPIXENT	14.1%	TRANSPLANT	MYCOPHENOLATE MOFETIL	93.4%
INFLAMMATORY CONDITIONS	EMFLAZA	10.9%	TRANSPLANT	MYCOPHENOLIC ACID DR	33.1%
INFLAMMATORY CONDITIONS	ENBREL	14.0%	TRANSPLANT	MYFORTIC	14.3%
INFLAMMATORY CONDITIONS	HUMIRA	15.5%	TRANSPLANT	NEORAL	23.9%
INFLAMMATORY CONDITIONS	ILUMYA	14.1%	TRANSPLANT	PROGRAF	14.1%
INFLAMMATORY CONDITIONS	KEVZARA	9.9%	TRANSPLANT	RAPAMUNE	14.3%
INFLAMMATORY CONDITIONS	KINERET	13.5%	TRANSPLANT	SANDIMMUNE	27.2%
INFLAMMATORY CONDITIONS	OLUMIANT	12.5%	TRANSPLANT	SIROLIMUS	33.1%
INFLAMMATORY CONDITIONS	ORENCIA	14.2%	TRANSPLANT	TACROLIMUS	79.1%
INFLAMMATORY CONDITIONS	OTEZLA	13.5%	TRANSPLANT	ZORTRESS	13.5%

\*Includes Nebulizer

3/2020

**Commissioners Court - Regular Session****24.****Meeting Date:** 12/22/2020

Reject RFP 2246 Haz Mat Billing Software and authorize new RFP T2721

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on rejecting proposals submitted for RFP #2246 Haz Mat Billing Software and authorize the Purchasing Agent to advertise and receive sealed proposals under new RFP #T2721.

**Background**

Williamson County received one proposal for RFP 2246 Haz Mat Billing Software. It is recommended that we reject this submission due to lapse in time and due to solicitations being suspended for Covid-19. The point of contact is Michael Wofford and the Funding Source: N/A as this is a revenue generating account.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/17/2020 11:31 AM
County Judge Exec Asst.	Andrea Schiele	12/17/2020 11:57 AM
Form Started By: Johnny Grimaldo		Started On: 12/16/2020 05:12 PM
Final Approval Date: 12/17/2020		



**Commissioners Court - Regular Session****25.****Meeting Date:** 12/22/2020

Authorize issuing RFP T2795 Juvenile Justice Center RTU

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Juvenile Justice Center RTU for Williamson County under RFP #T2795. Funding Source: P533.

**Background**

Williamson County is seeking suppliers to remove & repair the existing Rooftop HVAC Units on the Williamson County Juvenile Justice Center, along with all associated electrical, plumbing & building automation controls related items. Tom Stanfield and Antonio Naylor are the point of contacts.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

12/17/2020 11:37 AM

County Judge Exec Asst.

Andrea Schiele

12/17/2020 12:00 PM

Form Started By: Johnny Grimaldo

Started On: 12/16/2020 05:22 PM

Final Approval Date: 12/17/2020

**Commissioners Court - Regular Session****26.****Meeting Date:** 12/22/2020

River Ranch Park (P315) – Prime Construction Change Order No. 10

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehsnig, Building  
Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Receive and acknowledge approval of Change Order No. 10 from Prime Construction for the River Ranch County Park Project in the amount of \$-297.72 (CREDIT), which was approved by Williamson County Facilities Director, Dale Butler, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

**Background**

This change order is a credit to the project due to deduction in number of exhaust air louvers. Williamson County Facilities Director, Dale Butler, was delegated change order approval authority for this project on March 6, 2018 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

River Ranch Change Order 10

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 12/15/2020

**Reviewed By**

Andrea Schiele

**Date**

12/15/2020 08:15 AM

Started On: 12/14/2020 02:58 PM



# PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799 (fax) 512.990.9886

## CHANGE ORDER NO. 10

### Project: River Ranch County Park Phase 1 Improvements

This Change Order includes the following modifications to the scopes of work originally contracted for the subject project between Ritter – Botkin Prime Construction Company Inc. (Contractor) and Williamson County (Owner):

#### SCOPE:

Deduct for 1 missing exhaust air louver in the restroom.

#### Total request for this Change Order

**\$-297.72**

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with signatures from parties noted below.

**Change Order: \$ -297.72**

#### Design Workshop

Signature / Date

Claire Hempel

Printed Name

#### Prime Construction Company Inc.

Signature / Date

Herb Deazvedo

Printed Name

#### Williamson County

12/11/20

Signature / Date

Dale Butler

Printed Name



Prime Construction Company Inc.  
20907 Martin Lane  
Pflugerville, Texas 78660  
P: (512) 244-7799  
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park Phase 1 Improvements  
1751 County Road 282  
Liberty Hill, Texas 78642

## CHANGE EVENT #148 - DCO - Exhaust Air Louver

**Origin:**

**Date Created:** 12/9/2020

**Status:** Open

**Type:** Owner Change

**Description:** Deduct for 1 missing exhaust air louver in the restroom.

**Attachments:**

**Created By:** Stephanie Bernard

**Scope:** Out of Scope

**Change Reason:** Client Request

### CHANGE EVENT LINE ITEMS

			Revenue			Cost					
Cost Code	Cost Type	Vendor / Contract	ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
		Prime Construction Company Inc.	\$(297.72)		\$(297.72)	\$(297.72)			\$(297.72)	\$0.00	
Description: DCO - Exhaust Air Louver											
Grand Totals			\$(297.72)	\$0.00	\$(297.72)	\$(297.72)	\$0.00	\$0.00	\$(297.72)	\$0.00	\$0.00

A horizontal number line with tick marks at intervals of 10, from 0 to 100. Two points are marked with circles and labeled: 25 and 75.

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**Commissioners Court - Regular Session****27.****Meeting Date:** 12/22/2020

Wilco - Interloop Annex Camera adds

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase from Knight Security Systems, LLC to provide Video Surveillance System for Williamson County's Inner Loop Annex in the amount of \$10,574.60 per the terms of DIR Contract #DIR-CPO-4494.

**Background**

This proposal is for the installation of video surveillance system additions at the Williamson County's Inner Loop Annex. System installation includes hardware, system licenses, programming, and configuration. Department point of contact is Dwayne Gossett. Funding Source is P434.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Knight Security Proposal - redacted

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 12:07 PM

12/17/2020 12:14 PM

Started On: 12/15/2020 03:42 PM



Proposal: 18911-1-0

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## Wilco-Innerloop Annex-Camera adds

Prepared for:

**Chris Ball**

**Williamson County - Info Tech Services**

301 SE Inner Loop, Ste 105

Georgetown TX, 78626

**Private and Confidential:** The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:  
**11/5/2020**

Proposal Valid To:  
**12/5/2020**

Prepared by:

**Kevin Garlick**

**(512) 590-7886**

kgarlick@knightsecurity.com

4509 Freidrich Lane  
Suite 110  
Austin, TX 78744



**Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.**

## DESCRIPTION

### CLIENT INFORMATION

**Name: Williamson County - Info Tech Services****Site**301 SE Inner Loop, Ste 105  
Georgetown, TX 78626**Billing**301 SE Inner Loop, Ste 105  
Georgetown, TX 78626**Contact**Chris Ball, Critical Systems Analyst I  
P (512) 943-1934  
E cball@wilco.org**PROJECT NAME: Wilco-Innerloop Annex-Camera adds**

### PROJECT SCOPE

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install a Video Surveillance System additions at Williamson County's Innerloop Annex. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

**Video Surveillance System**

KSS will furnish and install the following:

- Five new [REDACTED] at the following locations:
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- One Axis camera (existing) will be re-used at the follow locations:
  - [REDACTED] 6
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - One administrative account
  - One view only account
  - Estimated days of storage 30
  - 1080p at H.264 and 10 FPS
  - Calculations are based on 40% motion detection or event recording

**Option-2 Camera add**

- Two new [REDACTED] per drawing at the following locations:
  - [REDACTED]
  - [REDACTED]

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not influence. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

**Customer Provided Items**

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units

Client Initials: \_\_\_\_\_

**Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.**

- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Installation of conduit with a pull string to security devices where needed

**Finance**

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

**Project Milestones and Invoicing Procedures**

- An initial project invoice is due and payable upon delivery of materials and services rendered
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

**Engineering**

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

**Cabling & Wiring**

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

**Field Devices**

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

**Programming**

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed then an approved change order from the Customer is required. Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

**Rental Equipment** - Lift rental is not included in this proposal and shall be provided by the Customer if required.

**Testing**

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties. A punch list detailing items requiring a follow up that is within this scope of

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work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed then additional charges will be applied. Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

**Training**

Training is not included with this proposal. If training is needed the customer may submit a request and a change order will be created.

**Standard Proposal Notes:**

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.
5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

**Knight Security Systems Excludes the Following:**

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

**Roles & Responsibilities**

Essential activities conducted in the course of project by the Customer, and Knight Security Systems (KSS).

<b>Project Administration Tasks</b>	<b>Customer</b>	<b>KSS</b>
General project management & administration		X
Designate primary customer point of contact and site supervisor		X
Host initial site orientation and kick-off meeting	X	
Pre-installation walk-through and design verification	X	
Pre-construction utility assessment	X	

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System design and engineering		X
System design and engineering approval	X	
Develop master project schedule		X
Approval of master project schedule	X	
System design acceptance within overall master plan of larger facility	X	
Provide lists of existing equipment and building drawing backgrounds	X	
Develop and maintain drawings and equipment schedules		X
Provide written communication regarding work site conditions	X	
Coordinate monthly in-progress reviews for active sites		X
Change order management		X

<b>Project Installation Tasks</b>	<b>Customer</b>	<b>KSS</b>
Provide locations for materials staging	X	
Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X
120VAC at each device location where needed	X	
Building penetrations to exterior		X
Fire partition penetrations and sealing		X
Installation of conduit to security system devices where needed	X	
Installation of cables to security system devices		X
Network cables from security system devices to copper patch panels		X
Patch cables between patch panels and network switches		X
Create panel, cable, and equipment labeling scheme	X	
Install cable labels per labeling scheme		X

<b>Network Tasks</b>	<b>Customer</b>	<b>KSS</b>
Rack and rack space for rack mount equipment	X	
Network PoE switches and configuration	X	
Patch panels and uninterruptible power supply	X	
IP address assignment for security system equipment and workstations	X	
Configure client workstations to the security system		X

<b>Programming Tasks</b>	<b>Customer</b>	<b>KSS</b>
Create custom security system programming matrix		X
Program initial security system configuration		X
Develop and implement database update procedure	X	

<b>Testing and Acceptance Tasks</b>	<b>Customer</b>	<b>KSS</b>
System test forms and checklists		X
Full system test		X
Customer on-site system acceptance	X	
As-built drawings and final engineering document submittal		X

**DIR-CPO-4494**

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: 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 licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or

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(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 licensee 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 licensee'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.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Knight Security Systems, LLC agrees that licensee 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 Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.

## PROJECT INVESTMENT

### Annex 6 Cameras

QTY	Description	Unit Price	Ext.Price
1	DIR- Project Install Kit	\$397.35	\$397.35
6	1 camera connection	\$176.31	\$1,057.86
6	GenetecAdvantage for 1 OmnicastEnterprise Camera	\$35.26	\$211.56
6	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$11.22	\$67.32
6	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$14.86	\$89.16
5	AXIS M3066-V is an ultra-compact, indoor fixed min	\$286.26	\$1,431.30
1	24-4P UNS SOL CMP C5E Ylw Jkt	\$250.26	\$250.26

### Option-2 Camera add

QTY	Description	Unit Price	Ext.Price
1	DIR- Project Install Kit	\$209.85	\$209.85
2	1 camera connection	\$176.31	\$352.62
2	GenetecAdvantage for 1 OmnicastEnterprise Camera	\$35.26	\$70.52
2	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$11.22	\$22.44
2	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$14.86	\$29.72
1	24-4P UNS SOL CMP C5E Ylw Jkt	\$250.26	\$250.26
2	Compact and outdoor-ready HDTV camera for day and	\$464.69	\$929.38

## Investment Summary

<b>Total Equipment</b>	<b>\$5,369.60</b>
<b>Total Labor</b>	<b>\$4,185.00</b>
<b>Total Proposal Amount</b>	<b>\$9,554.60</b>

*Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.*

### Investment Total

Client Initials: \_\_\_\_\_

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Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$9,554.60**  
**Annual SecurePlan Recurring** **\$1,020.00**

**Grand Total (with option): \$10,574.60**

The price above includes: material, equipment and labor as described within this proposal.

IN WITNESS WHEREOF, County and Service Provider have duly executed this Agreement to be effective as of the date of the last party's execution below.

**COUNTY: WILLIAMSON COUNTY**

**Service Provider: Knight Security Systems**

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

By: Kevin Garlick

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

Printed Name: Kevin Garlick

Representative Capacity:  
\_\_\_\_\_

Representative Capacity:  
Account Manager

Date: \_\_\_\_\_, 20\_\_\_\_

Date: December 15, 2020



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## TERMS & CONDITIONS

### Limited Warranty.

**A. What is Covered.** For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

**B. How To Get Service.** Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

**C. What Is Not Included.** Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

**D. State Law.** Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

**After Warranty Service.** If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

**Regulatory Agencies.** Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal, P.O. Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

**Document Conflict.** It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

**Taxes, Fees, Permits, Fines.** In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

**Knight Not An Insurer And Limitation Of Liability.** Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars (\$500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

**Indemnification.** Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

**System Acceptance.** Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of

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Knight by Purchaser in writing within thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

**Increase Of Monitoring/Service Fees.** Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

**System Use And Testing.** To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

**False Alarm & Warranty Service Calls.** In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

**Telephone Line.** Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

**Additional Detection Equipment.** Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

**Installation Or Service Of System.** Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

**Delay/Interruption Of Installation, Monitoring Or Service.** Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

**Default Or Termination.** If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

**Title Of System.** Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

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**Pre-Existing Equipment And Devices.** Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

**Authorized Users And Emergency Contact List.** Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

**Monitoring Service.** If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

**Late/Interest Fees & Attorney's Fees.** Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

**Assignees And Subcontractors.** Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

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**Commissioners Court - Regular Session****28.****Meeting Date:** 12/22/2020

Jail Magistrate Court, Elevator 9, &amp; Chiller 4 Renovations P540 - WA No. 1

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehsnig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Work Authorization No. 1 for the Jail Magistrate Court, Elevator 9, and Chiller 4 (P540) in the amount of \$298,000.00 to expire on June 22, 2022, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and Talex Inc, Engineers dated November 24, 2020.

**Background**

On November 24, 2020, the Williamson County Commissioners Court approved the First Amended and Restated Agreement for Architectural and Engineering Services which modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the county; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force as per Agreement for Architectural and Engineering Services dated effective January 30, 2019.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Jail Magistrate Court, Elevator, Chiller WA1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 12/16/2020

**Reviewed By**

Andrea Schiele

**Date**

12/16/2020 03:52 PM

Started On: 12/16/2020 03:27 PM



## **WORK AUTHORIZATION NO. 1**

**PROJECT:** Magistrate Court, Elevator 9, Chiller 4 ("Project")

### **ARCHITECT**

#### **& ENGINEER:**

**Talex Inc., Engineers** ("A/E")  
Thomas Alexander, P.E., President  
6300 La Calma, Suite 100  
Austin, TX, 78752

### **COUNTY'S DESIGNATED**

#### **REPRESENTATIVE:**

**Williamson County Facilities Department**  
Attn: Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

**THIS WORK AUTHORIZATION NO. 1**, effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

### **ARTICLE 1**

A/E shall provide Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

### **ARTICLE 2**

The maximum amount payable for Basic Services under this Work Authorization without modification is **Two Hundred Ninety-Eight Thousand Dollars (\$ 298,000)**, as set forth in **Attachment B** of this Work Authorization.

### **ARTICLE 3**

Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

### **ARTICLE 4**

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **June 22, 2022**, as set forth in **Attachment C** of this

Work Authorization. The Design and Engineering Services set forth in **Attachment A** of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

#### ARTICLE 5

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

#### ARTICLE 6

By execution of this Work Authorization, A/E and County agree that ALL previous Work Authorizations are terminated and shall be supplanted by this Work Authorization.

#### ARTICLE 7

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

#### ARTICLE 8

This Work Authorization is hereby accepted and acknowledged below.

A/E:

COUNTY:

Talex Inc., Engineers

Williamson County, Texas

By: T.R. ALEXANDER  
Signature

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

Thomas R. Alexander, P.E.  
Printed Name

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

President, Talex, Inc.  
Title

\_\_\_\_\_  
Title

Date Signed: December 15, 2020

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

## **ATTACHMENT A**

### **BASIC SCOPE OF SERVICES**

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, mechanical, plumbing, electrical, hazardous materials, IT and security, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, and specialized studies and analysis.

### **GENERAL REQUIREMENTS**

**Design Criteria.** A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

**Right-of-Entry and Coordination.** A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

**Progress Reporting.** A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

**Coordination.** A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

**Level of Effort.** A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

**Organization of Plan Sheets.** The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

**Naming of Electronic Project Files and Organization of Design Project Folders.** A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name\_SD PLANS\_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

**SCOPE OF WORK:**

Williamson County Jail, Bldg. 1008  
306 W. 4<sup>th</sup> St.  
Pretrial Services, Magistrate Court  
P540

**Scope #1: Reconfigure the Magistrate Court area, Jail staff in-processing, Property, Parole, and Release areas.**

**Scope #2: Install Elevator #9 in existing elevator shaft.**

**Scope #3: Provide new Chiller #4 to provide back-up capacity for North Jail Building**

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

**Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate**

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Analyze Preliminary Scope of Work to verify needs of County.
- B. Analyze preliminary construction budget to determine project feasibility.
- C. Investigate site/facility and verify known existing or available utility locations.
- D. For developed sites and occupied buildings, provide a construction phasing plan for minimal disruption to County operations during construction.
- E. If building a new structure, determine required foundation design from geotechnical test data.
- F. Determine the latest locally adopted versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), Texas Accessibility Standards of the

Elimination of Architectural Barriers Act, Article 9102, Texas Civil Statutes, International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), International Plumbing Code (IPC), National Electric Code (NEC), National Fire Protection Association (NFPA), International Energy Conservation Code (IECC), applicable sediment and erosion control regulations, and any other applicable codes and ordinances.

- G. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- H. When applicable, consult with the Texas Historical Commission's Division of Architecture in development of plans and specifications to ensure that proposed work complies with practices recommended by Secretary of the Interior's Standards for Rehabilitation.
- I. When applicable, prepare recommendations and estimates for removal or remediation when asbestos containing materials or other hazardous substances are present.
- J. Provide deliverables in accordance with County's Design Submittal Guidelines.

## **Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate**

Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, mechanical, plumbing, electrical, hazardous material remediation.
- C. When applicable, provide a plan with detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.
- D. Prepare a Design Development level cost estimate in a form acceptable to County.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

## **Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate**



Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation (when asbestos containing materials or other hazardous substances are present), landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:**

Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority. If multiple review cycles are required, pay for any resubmittal

fees required beyond initial fees paid by County.

- F. Receive TDLR plan review comments from the Registered Accessibility Specialist (RAS).
- G. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

#### **Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION**

Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. After receipt of bids by County, advise County whether or not bids received are fair and reasonable, and whether or not the contract should be awarded on the basis of the bids received. County will make the final decision as to whether a construction contract will or will not be awarded.
- C. Provide deliverables in accordance with County's Design Submittal Guidelines.

#### **Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:**

Upon County acceptance of previous phase, A/E shall perform the following work:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.
- C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- D. Reject work performed by Contractor which does not meet the requirements of the

- Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.
  - F. Coordinate TAS Inspection to be concurrent with Substantial Completion Inspection.
  - G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
  - H. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:**

Upon County acceptance of previous phase, A/E shall perform the following work:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT model or CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

## ATTACHMENT B

### FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

<b>\$ 298,000</b>	100%
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60%	<b>Phase I-III - CONSTRUCTION DOCUMENTS</b>	<b>\$ 179,200</b>
36%	<b>Phase IV-VI - CONSTRUCTION ADMINISTRATION</b>	<b>\$ 106,920</b>
4%	<b>Phase VII - PROJECT CLOSE-OUT</b>	<b>\$ 11,880</b>

<b>SCOPE 1 - MAGISTRATE COURT REMODEL</b>		<b>\$ 182,500</b>	61%
Phase I-III - CONSTRUCTION DOCUMENTS		\$ 109,900	
Phase IV-VI - CONSTRUCTION ADMINISTRATION		\$ 65,340	
Phase VII - PROJECT CLOSE-OUT		\$ 7,260	

<b>SCOPE 2 - ELEVATOR #9 INSTALLATION</b>		<b>\$ 71,500</b>	24%
Phase I-III - CONSTRUCTION DOCUMENTS		\$ 42,900	
Phase IV-VI - CONSTRUCTION ADMINISTRATION		\$ 25,740	
Phase VII - PROJECT CLOSE-OUT		\$ 2,860	

<b>SCOPE #3 - CHILLER #4 ADDITION</b>		<b>\$ 44,000</b>	15%
Phase I-III - CONSTRUCTION DOCUMENTS		\$ 26,400	
Phase IV-VI - CONSTRUCTION ADMINISTRATION		\$ 15,840	
Phase VII - PROJECT CLOSE-OUT		\$ 1,760	

## ATTACHMENT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within Seven **Hundred Thirty (730) calendar days** from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.  
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	12/22/20
Work Authorization Termination Date	06/22/22

#### SCOPE 1 - MAGISTRATE COURT REMODEL

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##### **Phase I-III - CONSTRUCTION DOCUMENTS**

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Complete Plans, Specifications and Estimate deliverables	02/05/21
County written authorization to proceed to next phase	02/12/21

##### **Phase IV-VI - CONSTRUCTION ADMINISTRATION**

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Sealed Plans and Specifications and Estimate deliverables to County	02/19/21
Plans submittal to TDLR	02/19/21
Contract Award	01/12/21
Contractor Notice to Proceed	01/19/21
Construction Substantial Completion	10/15/21

##### **Phase VII - PROJECT CLOSE-OUT**

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Record Documents deliverables	11/15/21
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## SCOPE 2 - ELEVATOR #9 INSTALLATION

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### Phase I-III - CONSTRUCTION DOCUMENTS

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Complete Plans, Specifications and Estimate deliverables	03/04/21
County written authorization to proceed to next phase	03/11/21

### Phase IV-VI - CONSTRUCTION ADMINISTRATION

---

Sealed Plans and Specifications and Estimate deliverables to County	03/18/21
Plans submittal to TDLR	03/18/21
Contractor Notice to Proceed	02/19/21
Construction Substantial Completion	10/15/21

### Phase VII - PROJECT CLOSE-OUT

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Record Documents deliverables	11/15/21
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## SCOPE 3 - CHILLER #4 ADDITION

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### Phase I-III - CONSTRUCTION DOCUMENTS

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Complete Plans, Specifications and Estimate deliverables	03/18/21
County written authorization to proceed to next phase	03/25/21

### Phase IV-VI - CONSTRUCTION ADMIN

---

Sealed Plans and Specifications and Estimate deliverables to County	04/01/21
Contractor Notice to Proceed	03/02/20
Construction Substantial Completion	10/15/21

### Phase VII - PROJECT CLOSE-OUT

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Record Documents deliverables	11/15/21
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**Commissioners Court - Regular Session****29.****Meeting Date:** 12/22/2020

2019 CIP Transfer Request

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2019 CIP transfer to move \$71,230.99 P541 (Jail-Add'l Elevator-North Side) and \$117,515.02 P542 (Jail Additional Chiller) to P540 (Jail Renovations Phase II).

**Background**

For sufficient tracking of the project, the transfer is being requested to combine items that will be on one construction contract.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 11:49 AM

Started On: 12/17/2020 11:25 AM

**Commissioners Court - Regular Session****30.****Meeting Date:** 12/22/2020

2020 CIP Transfer Request

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2020 CIP transfer to move \$428,769.01 from P541 (Jail-Add'l Elevator-North Side) to P540 (Jail Renovations Phase II).

**Background**

For sufficient tracking of the project, the transfer is being requested to combine items that will be on one construction contract.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 11:49 AM

Started On: 12/17/2020 11:31 AM



**Commissioners Court - Regular Session****31.****Meeting Date:** 12/22/2020

2021 CIP Transfer Request

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2021 CIP transfer to move \$600,000.00 from P545 (Pretrial (CJC Temp Office)) to P515 (Justice Center Remodel).

**Background**

For sufficient tracking of the project, the transfer is being requested to combine items that will be on one construction contract.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 11:50 AM

Started On: 12/17/2020 11:34 AM

**Commissioners Court - Regular Session****32.****Meeting Date:** 12/22/2020

2018 CIP Transfer Request

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2018 CIP transfer to move \$182,484.98 P542 (Jail Additional Chiller) to P540 (Jail Renovations Phase II).

**Background**

For sufficient tracking of the project, the transfer is being requested to combine items that will be on one construction contract.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 11:50 AM

Started On: 12/17/2020 11:45 AM

**Commissioners Court - Regular Session****33.****Meeting Date:** 12/22/2020

Accept corrected Spreadsheet to IFB T2080 Hauling

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting the corrected spreadsheet for Statewide Materials Transport Ltd for IFB T2080, awarded on the 12.08.2020 agenda, item number 33.

**Background**

Excel Formula error: Two of the rows in the spreadsheet rounded up to \$0.18 but should have remained at \$0.175 per ton/-Mile. Attached is the corrected spreadsheet with the corrections in bold print.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Corrected Spreadsheet

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**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

12/17/2020 09:39 AM

County Judge Exec Asst.

Andrea Schiele

12/17/2020 09:46 AM

Form Started By: Johnny Grimaldo

Started On: 12/14/2020 02:21 PM

Final Approval Date: 12/17/2020

## T2080 IFB Hauling

11.20.2020

Vendor	Melendrez Trucking		Statewide Materials Transport, LTD	
Hauling	Unit	Price	Unit	Price
0.0 to 5.5 (Mile Minimum)	Ton	\$2.00 or \$4.00	Ton	\$ 1.92
5.6 to 10.0 miles (Mile Minimum)	Ton	\$3.00 or \$5.00	Ton	\$ 2.90
10.1 to 15.0 Miles (mile Mimimum)	Ton	\$4.00 to \$5.00	Ton	\$ 3.64
15.1 to 46.0 (mileage chart may be attached)	ton-mile	See Melendrez tab	ton-mile	\$ <b>0.175</b>
46.1 miles and over (mileage chart may be attached)	ton-mile	See Melendrez tab	ton-mile	\$ <b>0.175</b>
Belly Dump	Yes		Yes	
End Dump	Yes		Yes	
12yd Bob Tail	Yes		No	
8 yd Bob Tail	Yes		No	

**Commissioners Court - Regular Session****34.****Meeting Date:** 12/22/2020

Lone Star Paving Co T749 Change Order No 1

**Submitted For:** Terron Evertson**Submitted By:** Vicky  
Edwards,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Change Order No 1 to contract number IFB T749, in the amount of -\$32,379.06 for Chandler Road Milling, Sealing and Overlay from SH 130 to FM 1660. Funding source: 01.0200.0210.003599.

**Background**

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was \$1,134,010.96. With the addition of this change order, of \$-32,379.06, final contract amount will be \$1,101,631.90.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Lone Star Paving Co T749 Change Order No 1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/16/2020

**Reviewed By**

Andrea Schiele

**Date**

12/16/2020 01:22 PM

Started On: 12/15/2020 11:11 AM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Lone Star Paving Company

2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

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 12/1/2020

By

Typed/Printed Name

Typed/Printed Title

Michael Crum  
Michael Crum  
PM

## The following information must be provided

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

Amount added by this change order: (\$32,379.06)

## RECOMMENDED FOR EXECUTION:

[Signature] 12/2/20  
Project Manager Date  
Construction Observer

[Signature] 12/2/20  
Design Engineer Date

[Signature] 12/14/20  
Program Manager Date

Design Engineer's Seal:



County Commissioner Precinct 1  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4  
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge



**TABLE A:** Force Account Work and Materials Placed into Stock

7

[illegible]

TABLE B: Contract Items

[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****35.****Meeting Date:** 12/22/2020

Lone Star Paving Co T1498 Change Order No 1

**Submitted For:** Terron Evertson**Submitted By:** Vicky  
Edwards,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T1498, in the amount of \$67,610.00 for the Shell Road and Shell Spur Milling, Sealing and Overlay Project. Funding source: 01.0200.0210.003599.

**Background**

Original contract amount was \$658,604.47. With the addition of this change order, of \$67,610.00, new contract amount will be \$726,214.47. The positive change order is the result of the need for topsoil, seeding and watering along the pavement edge of Shell Road.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Lone Star Paving Co T1498 Change Order No 1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/16/2020

**Reviewed By**

Andrea Schiele

**Date**

12/16/2020 01:23 PM

Started On: 12/15/2020 11:11 AM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Lone Star Paving Company
2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: # T1498

Roadway: Shell Road and Shell Spur

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

11/3/2020

By

Michael Crum

Typed/Printed Name

Michael Crum

Typed/Printed Title

Project Manager

## The following information must be provided

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

Amount added by this change order: \$67,610.00

## RECOMMENDED FOR EXECUTION:

[Signature] 11/17/20  
Project Manager Date  
Construction Observer

[Signature] 11/17/20  
Design Engineer Date

[Signature] 12/14/20  
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 # #T1498TABLE B: Contract Items[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****36.****Meeting Date:** 12/22/2020

Authorize issuing IFB for Portland Cement under IFB T2791

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Portland Cement under IFB #T2791.

**Background**

Williamson County is seeking to purchase Type I and Type II Portland Cement, conforming to Texas Department of Transportation Departmental Materials Specifications DMS-4600 "Hydraulic Cement", from qualified companies. Department Point of Contact is James Williams. Budget amount of \$200,000.00, Funding Source for FY 2021 is 01.0200.0210.00359

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 10:26 AM

12/17/2020 10:29 AM

Started On: 12/16/2020 09:32 AM

**Commissioners Court - Regular Session****37.****Meeting Date:** 12/22/2020

Award IFB T2164 Crushed Granite Base

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #T2164 Crushed Granite Base to the lowest and best offer, Statewide Materials Transport, LTD as the primary vendor.

**Background**

Williamson County received three submittals. After review and evaluation from the Road and Bridge Department, it is recommended that Statewide Materials, LTD be awarded IFB #T2164 Crushed Granite Base and recommend awarding Digg Commercial, LLC as secondary vendor for picked up crushed granite base and tertiary vendor for delivered crushed granite base. Also, Road and Bridge recommends awarding Melendrez Trucking as secondary vendor for delivered crushed granite base and tertiary vendor for picked up crushed granite base, per attached spreadsheet. Budget amount of \$125,000.00, Funding Source for FY21 - 01.0200.0210.003551.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Recommendation  
granite base spreadsheet

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**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/17/2020 10:37 AM
County Judge Exec Asst.	Andrea Schiele	12/17/2020 11:59 AM
Form Started By: Johnny Grimaldo		Started On: 12/16/2020 05:14 PM
Final Approval Date: 12/17/2020		





December 14, 2020

Mr. Randy Barker  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

Subject: Recommendation for IFB #T2164 – Crushed Granite Base

After reviewing all the pertinent information, we have concluded that Statewide Materials Transport, Ltd submitted the overall lowest and best offer for the T2164 bid, Crushed Granite Base. I recommend to the Williamson County Commissioners Court that they award Statewide Materials Transport, Ltd as the primary vendor for all of IFB #T2164 – Crushed Granite Base.

I also recommend awarding Digg Commercial LLC as the secondary vendor for picked up crushed granite base and tertiary vendor for delivered crushed granite base. Finally, I recommend awarding Melendrez Trucking as secondary vendor for delivered crushed granite base and tertiary vendor for picked up crushed granite base.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. B. Daigh', with a long, sweeping horizontal stroke extending to the right.

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County, TX

T2164 IFB Crushed Granite Base  
11.12.2020

Vendor	Description	Unit	Unit Cost Picked Up	Unit Price delivered
Melendrez Trucking	Crushed Granite Base Type A	Ton	\$ 27.80	\$ 41.80
	Crushed Granite Base Type B	Ton	\$ 30.40	\$ 44.40
	Crushed Granite Base Type C	Ton	\$ 33.00	\$ 47.00

Vendor	Description	Unit	Unit Cost Picked Up	Unit Price delivered
Diggs Commercial LLC	Crushed Granite Base Type A	Ton	\$ 15.00	\$ 45.00
	Crushed Granite Base Type B	Ton	\$ 15.00	\$ 45.00
	Crushed Granite Base Type C	Ton	\$ 15.00	\$ 45.00

Vendor	Description	Unit	Unit Cost Picked Up	Unit Price delivered
Statewide Materials Transport, LTD	Crushed Granite Base Type A	Ton	\$ 8.00	\$ 18.00
	Crushed Granite Base Type B	Ton	\$ 10.00	\$ 20.00
	Crushed Granite Base Type C	Ton	\$ 12.00	\$ 22.00



**Commissioners Court - Regular Session****38.****Meeting Date:** 12/22/2020

Wilco Landfill Annual Report 2020

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the Williamson County Landfill Annual Report for fiscal year 09/01/2019 through 08/31/2020 for Waste Management.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Wilco Landfill Annual Report 2020

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/17/2020

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 11:51 AM

Started On: 12/17/2020 11:05 AM



# Williamson County Recycling and Disposal Facility

Annual Report

Sept. 1, 2019 – Aug. 31, 2020

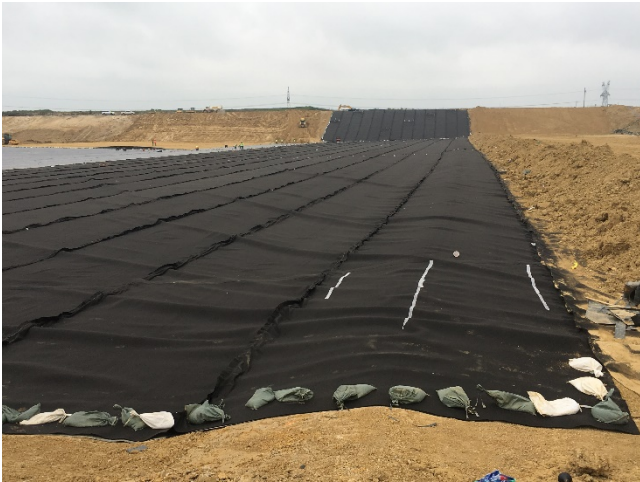
Williamson County Landfill  
Operation Agreement  
Section 4.4 (a)



# Solid Waste Disposal

Material Collected	Volume (tons)
Waste Disposed	608,211
Diverted Waste (Brush)	3,760

# Landfill Site Improvements



Cell 3A Construction



New Storm Water Pond



Cell 3A Liner Construction

# Landfill Gas Collection Improvements

- Installed eight vertical landfill gas extraction wells
- Installed three horizontal landfill gas collectors
- Landfill currently has 77 gas extraction wells



# Planned Improvements

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- ▶ Construct twelve-acre disposal area - Cell 3C
- ▶ Add landfill gas extraction wells, as needed
- ▶ Install landscaping near Sheriff Training Center

**NO COST TO THE COUNTY!**



# Recycle Center (Household Products)

LATEX PAINT

USED MOTOR OIL

ANTIFREEZE/COOLANT

APPLIANCES

SCRAP METAL

BRUSH

PLASTIC

PAPER

ALUMINUM

CARDBOARD

ELECTRONICS

BATTERIES

Williamson County Residents Only  
No Commercial Business Items

# 5,353 Recycle Center Visitors

<b>Scrap Metal (lb.)</b>	<b>1,472,220</b>
<b>Aluminum (lb.)</b>	<b>3,180</b>
<b>Plastic (lb.)</b>	<b>14,040</b>
<b>Paper (lb.)</b>	<b>10,520</b>
<b>Cardboard (lb.)</b>	<b>66,700</b>
<b>Electronics (lb.)</b>	<b>10,500</b>
<b>Household Batteries (lb.)</b>	<b>372</b>
<b>Used Oil (gal.)</b>	<b>1,828</b>
<b>Paint (gal.)</b>	<b>1822</b>
<b>Appliances (ea.)</b>	<b>295</b>



# Household Hazardous Waste Collection Events

Sept. 28, 2019

Hutto, TX



**CEDAR**  
**PARK**

April 25, 2020

Gupton Stadium  
Cedar Park, TX

**CANCELLED** due to Covid-19

# Community Involvement

Maintain participation with local civic and charitable organizations

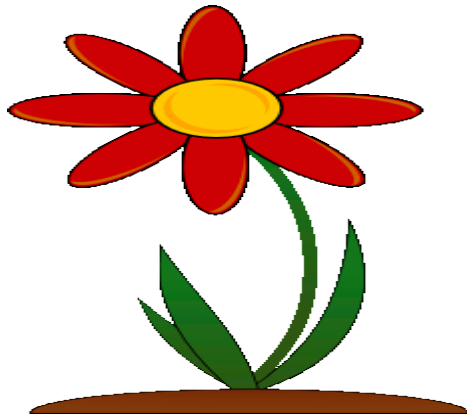


**Opportunities**  
for Williamson & Burnet Counties



# Landscape Mulch

- ▶ Trees, brush, limbs, and other vegetation are recycled by chipping and grinding into mulch.
- ▶ Mulch is offered to Williamson County residents, free of charge.



# Christmas Tree Recycling Free for Wilco Residents

- ▶ Dec. 26 - Jan. 19
- ▶ No trees with flocking or tinsel
- ▶ No trees with stands attached
- ▶ No artificial trees
- ▶ No trees with decoration



**Commissioners Court - Regular Session****39.****Meeting Date:** 12/22/2020

Jay Schade retirement

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on recognizing Jay Schade, Senior Director of Williamson County Technology Services, on his retirement after 20 years of service to the County.

**Background**

Jay will be presented with a plaque from the Judge and a gift from the grateful staff of Technology Services for his many years of service to the department, the County, and the citizens.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 12/10/2020

**Reviewed By**

Andrea Schiele

**Date**

12/10/2020 02:48 PM

Started On: 12/10/2020 02:01 PM

**Commissioners Court - Regular Session****41.****Meeting Date:** 12/22/2020

WCEMS - Temple College Affiliation Agreement

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the renewal of BLS and ALS affiliation agreement between Williamson County EMS and Temple College.

**Background**

This is a request for the renewal of existing affiliation agreement with Temple College. This will allow students the opportunity and means to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Basic Agreement

Advanced Agreement

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 12/14/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

12/14/2020 09:44 AM

12/14/2020 12:02 PM

Started On: 12/14/2020 09:28 AM

**BLS EDUCATION AFFILIATION AGREEMENT  
FOR  
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN  
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES  
AND  
TEMPLE COLLEGE**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Temple College (hereinafter referred to as "TEMPLE COLLEGE").

**RECITALS:**

Temple College provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

TEMPLE COLLEGE desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to TEMPLE COLLEGE for its Emergency Medical Technician program of study.

COUNTY and TEMPLE COLLEGE desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

**TERMS:**

**RESPONSIBILITIES OF TEMPLE  
COLLEGE**

1. TEMPLE COLLEGE shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. TEMPLE COLLEGE instructors shall possess current and appropriate professional credentials or certifications and TEMPLE COLLEGE be responsible for the coordination and implementation of the program of study.
3. Services rendered by TEMPLE COLLEGE instructors and students shall be without charge to COUNTY. TEMPLE COLLEGE instructors and students shall not be responsible for the quality of patient or client care.
4. Neither TEMPLE COLLEGE instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. TEMPLE COLLEGE shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. TEMPLE COLLEGE shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. TEMPLE COLLEGE shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. TEMPLE COLLEGE shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. TEMPLE COLLEGE shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, TEMPLE COLLEGE shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of TEMPLE COLLEGE's students, employees and faculty under this Agreement. TEMPLE COLLEGE shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. TEMPLE COLLEGE agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified or signed declination form produced to the satisfaction of COUNTY.

9. TEMPLE COLLEGE agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

#### RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by TEMPLE COLLEGE.

11. COUNTY shall provide an orientation session to inform students and TEMPLE COLLEGE staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify TEMPLE COLLEGE of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at a TEMPLE COLLEGE credited facility. Representatives of TEMPLE COLLEGE crediting agency for TEMPLE COLLEGE shall be permitted to conduct inspections for purposes relating to TEMPLE COLLEGE's accreditation.

14. COUNTY shall cooperate with TEMPLE COLLEGE in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for a TEMPLE COLLEGE student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.



## MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
- A. Meet annually, or more often as needed, to schedule use of the facilities;
  - B. Meet on a per semester basis to set the number of students allowed to participate;
  - C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by TEMPLE COLLEGE crediting standards;
  - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
  - E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of TEMPLE COLLEGE, its employees, agents or students under this Agreement. TEMPLE COLLEGE shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein  
WCEMS Director  
PO Box 873  
Georgetown, TX 78627  
512-943-1264

And

Jeff Fritz  
Department  
Chair  
Temple College  
2600 South 1<sup>st</sup>  
Street  
Temple, TX 76504

## ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$1.75/clinical hour per BLS student to be paid by TEMPLE COLLEGE to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. TEMPLE COLLEGE acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from TEMPLE COLLEGE that TEMPLE COLLEGE, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement.

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. TEMPLE COLLEGE instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each TEMPLE COLLEGE instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.
27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.
29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2021 through December 31, 2023 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.
30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.
31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.
32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.
33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.
34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give TEMPLE COLLEGE written notification stating the date of suspension and the date on which participation is anticipated to resume.

**Williamson County:**

\_\_\_\_\_  
Judge Bill Gravell  
Williamson County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Knipstein  
WCEMS Director

\_\_\_\_\_  
Date

**Temple College:**

\_\_\_\_\_  
Christina Ponce, Ph.D.  
President  
Temple College  
2600 South 1<sup>st</sup> Street  
Temple, Texas 76504

\_\_\_\_\_  
Date

**ATTACHMENT A**

**RELEASE OF LIABILITY**

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of TEMPLE COLLEGE course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: \_\_\_\_\_

Printed Name

Date:

**ALS EDUCATION AFFILIATION AGREEMENT  
FOR  
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN  
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES  
AND  
TEMPLE COLLEGE**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Temple College (hereinafter referred to as "TEMPLE COLLEGE").

**RECITALS:**

TEMPLE COLLEGE provides courses of study in emergency medical services to students enrolled in its Paramedic program of study.

TEMPLE COLLEGE desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to TEMPLE COLLEGE for its Emergency Medical Professions program of study.

COUNTY and TEMPLE COLLEGE desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

**TERMS:**

**RESPONSIBILITIES OF TEMPLE COLLEGE**

1. TEMPLE COLLEGE shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. TEMPLE COLLEGE instructors shall possess current and appropriate professional credentials or certifications and TEMPLE COLLEGE shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by TEMPLE COLLEGE instructors and students shall be without charge to COUNTY. TEMPLE COLLEGE instructors and students shall not be responsible for the quality of patient or client care.
4. Neither TEMPLE COLLEGE instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. TEMPLE COLLEGE shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. TEMPLE COLLEGE shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. TEMPLE COLLEGE shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. TEMPLE COLLEGE shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. TEMPLE COLLEGE shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, TEMPLE COLLEGE shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of TEMPLE COLLEGE's students, employees and faculty under this Agreement. TEMPLE COLLEGE shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. TEMPLE COLLEGE agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified or a signed declination form produced to the satisfaction of COUNTY.

9. TEMPLE COLLEGE agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

#### RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, provide the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by Temple College.

11. COUNTY shall provide an orientation session to inform students and TEMPLE COLLEGE staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify TEMPLE COLLEGE of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at a TEMPLE COLLEGE credited facility. Representatives of TEMPLE COLLEGE crediting agency for TEMPLE COLLEGE shall be permitted to conduct inspections for purposes relating to TEMPLE COLLEGE's accreditation.

14. COUNTY shall cooperate with TEMPLE COLLEGE in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for a TEMPLE COLLEGE student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

## MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

- A. Meet annually, or more often as needed, to schedule use of the facilities;
- B. Meet on a per semester basis to set the number of students allowed to participate;
- C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by TEMPLE COLLEGE crediting standards;
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of Temple College, its employees, agents or students under this Agreement. TEMPLE COLLEGE shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein  
WCEMS Director  
PO Box 873  
Georgetown, TX 78627  
512-943-1264

And

Jeff Fritz  
Department Chair  
Temple College  
2600 South 1<sup>st</sup> Street  
Temple, TX 76504

## ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$1.75/hour per ALS student to be paid by TEMPLE COLLEGE to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY's invoice for payment.

22. TEMPLE COLLEGE acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from TEMPLE COLLEGE that TEMPLE COLLEGE, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement.

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. TEMPLE COLLEGE instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each TEMPLE COLLEGE instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2021 through December 31, 2023 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.



35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give TEMPLE COLLEGE written notification stating the date of suspension and the date on which participation is anticipated to resume.

**Williamson County:**

---

Judge Bill Gravell  
Williamson County Judge

---

Date

---



Mike Knipstein  
WCEMS Director

---

12/14/2020  
Date

**Temple College:**

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Christina Ponce, Ph.D.  
President  
Temple College  
2600 South 1<sup>st</sup> Street  
Temple, TX 76504

---

12/17/2020  
Date

**ATTACHMENT A**

**RELEASE OF LIABILITY**

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of TEMPLE COLLEGE course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: \_\_\_\_\_

Printed Name

Date:

**Commissioners Court - Regular Session****42.****Meeting Date:** 12/22/2020

MOT Opioid Project Extension

**Submitted For:** Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the contract between Texas Health and Human Services Commission and Williamson County related to the funding for Opioid Emergency Response Pilot Project as administered by Williamson County Mobile Outreach Team.

**Background**

This agreement provides funding for personnel and items related to Williamson County Mobile Outreach Team's work on Opioid Emergency Response Pilot Project. This contract is an extension of the existing contract supporting the program. TxHHSC has requested the extension until March 31, 2021, to alleviate contracting delays with UT Health San Antonio. The extension has been reviewed by Williamson County Legal. As another governmental entity, Texas Health and Human Services Commission has requested that Williamson County first approve and sign the agreement.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

categorical budget

Sign page

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Jeanne Williby

Final Approval Date: 12/17/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

12/17/2020 08:51 AM

12/17/2020 08:57 AM

Started On: 12/15/2020 11:05 AM

ATTACHMENT B-2  
CATEGORICAL BUDGET  
(REVISED DECEMBER 2020)

Grantee Name: WILLIAMSON COUNTY

Contract Number: HHS000563100001

- A. Funding from The United States Health and Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) fund the HHSC Substance Use Disorder project (s), which includes this contract.
- B. The Catalog of Federal Domestic Assistance (CFDA) funds, if any, are listed on the Categorical Budget as part of the System Agency Share.
  - 1. State Opioid Response Grant (SOR), CFDA 93.788
  - 2. State General Revenue
- C. Total reimbursements will not exceed the System Agency Share, as stated in the Categorical Budget, for each state fiscal year.
- D. System Agency Share contain funds from the Texas Targeted Opioid Response (TTOR), CFDA number 93.788.
- E. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.
- F. Grantee Share (Match)  
Match is not required using State Targeted Response to the Opioid Crisis funds CFDA number 93.788.
- G. Funding
  - 1. System Agency Share Total Contract Value is \$833,334.00, which is allocated as follows:
    - i. FY20 for the term of October 1, 2019 through September 29, 2020 is allocated \$500,000.00;
    - ii. FY21 for the term of September 30, 2020 through March 31, 2021 is allocated \$333,334.00.
- H. Cost Reimbursement Budget

1. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
  2. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
  3. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the twenty-five (25) percent requirement stated in Section 21.05 of the 2016 General Provisions, by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.
  4. Grantee may revise the Cost Reimbursement budget “Equipment” and/or “Indirect Cost” Categories, however, a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned contract manager shall provide written notification stating if the requested revisions is approved. If the revisions is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.
  5. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee’s indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.
- I. Grantee will submit invoices to System Agency through CMBHS monthly.
- J. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.
- K. Categorical Budget

Below is the approved cumulative Categorical Budget for the contract term September 30, 2020 through March 31, 2021 as follows:

PERSONNEL	\$139,268.00
FRINGE BENEFITS	\$53,651.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$66,400
CONTRACTUAL	\$20,667
OTHER	\$53,348
TOTAL DIRECT CHARGES	\$333,334.00
INDIRECT CHARGES	\$0.00
TOTAL CONTRACT VALUE	\$333,334.00
MATCH	\$0.00
SYSTEM AGENCY SHARE	\$333,334.00

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS000563100001  
AMENDMENT NO. 2**

The **HEALTH AND HUMAN SERVICES COMMISSION** ("HHSC" or "System Agency") and **WILLIAMSON COUNTY** ("Grantee"), each a "Party" and collectively the "Parties," entered to the Opioid Emergency Response Pilot Project Services Contract ("Contract") effective November 15, 2019, and denominated HHSC Contract No. HHS000563100001, and now desire to amend the Contract.

**WHEREAS**, the Parties desire to extend the Contract to March 31, 2021, allocate additional funding, and revise attachments.

**NOW, THEREFORE**, the Parties hereby amend and supplement the Contract as follows:

1. This Amendment shall be effective upon December 31, 2020, provided it is signed below by all Parties on or before said date.
2. The Contract term is revised to terminate on March 31, 2021.
3. This Amendment adds funding in Fiscal Year 2021 in the amount of **\$166,667.00** for the term of January 1, 2021, through March 31, 2021.
4. The Total Contract Value increases to **EIGHT HUNDRED THIRTY-THREE THOUSAND, THREE HUNDRED THIRTY-FOUR DOLLARS (\$833,334.00)**.
5. "Attachment B-1, Revised Categorical Budget (Revised September 2020)" is replaced by "Attachment B-2, Categorical Budget (Revised December 2020)."
6. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
HHSC CONTRACT NO. HHS000563100001**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**WILLIAMSON COUNTY**

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**The following attachments are incorporated as part of the Contract:**

ATTACHMENT B-2, CATEGORICAL BUDGET (REVISED DECEMBER 2020)



**Commissioners Court - Regular Session****43.****Meeting Date:** 12/22/2020

Williamson County Benefits Committee Member Terms

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action to re-appoint John Pelczar, Director of Operations, for Juvenile Services to the Williamson County Benefits Committee as recommended by the Benefits Committee.

**Background**

At this time, the Williamson County Benefits Committee has two vacant positions with a possible third vacancy due to the following:

1. Jay Schade's Retirement in January 2021
2. Dr. Palazzo's resignation as of 12/3/2020
3. Terron Evertson has requested that we hold off on renewing his term, until the first of the new year, to allow him time to consider his ability to re-commit and serve an additional three-year-term.

In November 2020, we posted for upcoming vacant positions and plan to re-post for one additional week in the first of the New Year. The Selection Committee feels confident that they will have new Benefit Committee Member recommendations for the Commissioners Court to approve in late January or early February, thus filling each these vacant positions and potentially Terron's vacancy, if needed.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

12-22-20 Benefit Committee Terms

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

12/15/2020 08:17 AM

Form Started By: Shelley Loughrey

Started On: 12/14/2020 03:28 PM

Final Approval Date: 12/15/2020

## **Williamson County Benefits Committee Member Terms**

<b>Term Non-Expiring</b>	County Judge
<b>Term Non-Expiring</b>	Commissioner
<b>Term Expires - December 31, 2023</b>	John Pelczar
<b>Term Expires - December 31, 2020</b>	*Terron Evertson
<b>Term Expires - December 31, 2022</b>	Vacant
<b>Term Expires - December 31, 2022</b>	Cathy Mendoza
<b>Term Expires - December 31, 2022</b>	Vacant

**Commissioners Court - Regular Session****44.****Meeting Date:** 12/22/2020

Williamson County Cafeteria #125 Plan Documents

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the County Judge to execute the required Williamson County Cafeteria #125 Plan documents; Williamson County Formal Record of Action and the Williamson County Adoption Agreement-Cafeteria Plan as prepared by Premier Pension Solutions.

**Background****Attachments:**

1. Williamson County Formal Record of Action – Signature Required
2. Basic Plan Document #125 – Signature is not required
3. Williamson County Flexible Benefits Plan – Summary Plan Description – Signature is not required
4. Williamson County Adoption Agreement Cafeteria Plan – Signature Required

**Background Information:**

The attached documents are required to update our Cafeteria Plan Basic Plan Documents #125 which will now include the Health Flex Spending Account, Dependent Care Spending Account, and the addition of the Health Savings Account. Only two documents require signature; Williamson County Formal Record of Action and the Williamson County Adoption Agreement Cafeteria Plan.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Formal Record of Action  
Adoption Agreement Cafeteria Plan  
Basic Plan Document #125  
Flexible Benefits Plan Summary Plan Description

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	12/16/2020 08:24 AM
Form Started By: Shelley Loughrey		Started On: 12/15/2020 05:00 PM
Final Approval Date: 12/16/2020		

**WILLIAMSON COUNTY**  
**FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of Williamson County (the "County").

With respect to the amendment and restatement of the Williamson County Flexible Benefits Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the County be, and they hereby are, authorized and directed to execute the Plan on behalf of the County;

**RESOLVED FURTHER:** That the officers of the County be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WILLIAMSON COUNTY :

Signature: \_\_\_\_\_

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

Title/Position: \_\_\_\_\_

**WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN**

# WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

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## ADOPTION AGREEMENT CAFETERIA PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

### COUNTY INFORMATION

1. Name of adopting employer (Plan Sponsor): Williamson County
2. Address: 100 Wilco Way, Suite HR-#101
3. City: Georgetown
4. State: TX
5. Zip: 78626
6. Phone number: 512-943-1604
7. Fax number: 512-943-1535
8. Plan Sponsor EIN: 74-6000978
9. Plan Sponsor fiscal year end: 09/30
10. Entity Type:
  - a. Plan Sponsor entity type:
    - i. ☐ C Corporation
    - ii. ☐ S Corporation
    - iii. ☐ Non-Profit Organization
    - iv. ☐ Partnership
    - v. ☐ Limited Liability Company
    - vi. ☐ Limited Liability Partnership
    - vii. ☐ Sole Proprietorship
    - viii. ☐ Union
    - ix. ☒ Government Agency
    - x. ☐ Other: \_\_\_\_\_
    - xi. If "Union"(10a.viii) is selected, enter name of the representative of the parties who established or maintain the Plan: \_\_\_\_\_
11. State of organization of Plan Sponsor: TX
12. **Controlled Groups/Affiliated Service Groups**
  - a. ☐ The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): \_\_\_\_\_
13. **Controlled Groups**
  - a. ☐ The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): \_\_\_\_\_

*NOTE: Affiliated service group members and controlled group members may adopt the Plan with the approval of the Plan Sponsor.*

*NOTE: Listing affiliated service group members and controlled group members is for information purposes only and is optional. Participating Employers in the Plan are listed in Addendum.*

### PLAN INFORMATION

#### A. GENERAL INFORMATION AND DEFINITIONS

1. Plan Number: 504
2. Plan Name:
  - a. Williamson County Flexible Benefits Plan
  - b. \_\_\_\_\_
3. Effective Date: 11/01/2012
  - a. ☒ Is this a restatement of a previously-adopted plan?

b. Effective date of Plan restatement: 01/01/2021 ("Restatement Date")

**4. Plan Year:**

- a. Plan Years mean each 12-consecutive month period ending on 12/31 (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year shall be placed in the Addendum to the Adoption Agreement.
- b. ☐ The Plan has a short Plan Year. The short Plan Year begins \_\_\_\_\_ and ends on \_\_\_\_\_.

**Plan Features**

**5. The following Benefits are available under the Plan:**

- a. ☒ Premium Conversion Account
- b. ☒ Health Flexible Spending Account
- c. ☐ Limited Purpose HSA-Compatible Health Flexible Spending Account
- d. ☐ Post-Deductible HSA-Compatible Health Flexible Spending Account
- e. ☒ Dependent Care Assistance Plan Account
- f. ☐ Adoption Assistance Flexible Spending Account
- g. ☒ Health Savings Account
- h. ☐ Flexible Benefits Credits
- i. ☐ PTO Purchase/Sale

**6. Simple Cafeteria Plan**

- a. ☐ The Plan is intended to qualify as a simple cafeteria plan under Code section 125(j).
- b. The Employer shall make contributions to the Plan as follows:
- i. ☐ \_\_\_\_\_% (no less than 2%) of an Eligible Employee's Compensation for the Plan Year.
- ii. ☐ \_\_\_\_\_% (at least 200%) of an Eligible Employee's salary reduction contribution for the Plan Year, but no less than 6% of the Eligible Employee's Compensation for the Plan Year.

**B. ELIGIBILITY**

**Eligible Employees** - Employees must meet the following requirements:

**1. Minimum age requirement for an Employee to become an Eligible Employee: None.**

*NOTE: If the Plan is intended to be a simple cafeteria plan under Article 12, B.1 may not exceed "21."*

**2a. An Employee must complete the following service requirements to become an Eligible Employee on the date set forth in B.2b:**

- i. ☐ None
- ii. ☐ Completion of \_\_\_\_\_ hours of service.
- iii. ☒ Completion of 60 days of service.
- iv. ☐ Completion of \_\_\_\_\_ months of service.
- v. ☐ Completion of \_\_\_\_\_ years of service.

*NOTE: If the Plan is a simple cafeteria plan under Article 12, B.2 may not exceed 1,000 hours of service or one year of service.*

**2b. Effective Date of Eligibility. An Employee will become an Eligible Employee on the date below upon completing the age and service requirements in B.1 and B.2a:**

- i. ☐ An Employee shall become an Eligible Employee immediately upon completing the age and service requirements in B.1 and B.2a.
- ii. ☒ first day of each calendar month.
- iii. ☐ first day of each plan quarter.
- iv. ☐ first day of the first month and seventh month of the Plan Year.
- v. ☐ first day of the Plan Year.

**2c. If eligibility is not immediate after meeting age and service requirements, an Employee shall become an Eligible Employee on the Eligibility Date in B.1 and B.2b that is:**

- i. ☒ coincident with or next following the period in B.2b
- ii. ☐ following the completion of the period in B.2b.

**3. Describe any other modifications to the eligibility rules specified in B.1 and B.2: \_\_\_\_\_**

**Excluded Employees**

**4. The term "Eligible Employee" shall not include:**



- a. ☐ **Union Employees.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining between employee representatives and the Employer, and if the collective bargaining agreement does not provide for participation in this Plan.
- b. ☐ **Leased Employees.**
- c. ☐ **Non-Resident Aliens.** Any Employee who is a non-resident alien described in Code section 410(b)(3)(C).
- d. ☒ **Part-time Employees.** Any Employee who is expected to work fewer than 30 hours per week.
- e. ☐ **Other.** \_\_\_\_\_ (any exclusion must satisfy Code section 125(g) and the requirements under Article 13).

**NOTE:** If the Plan is intended to be a simple cafeteria plan, B.4b, B.4d and B.4e may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).

5. ☐ Describe any modifications to the definition of the term "Eligible Employee" for the specified Plan Benefit: \_\_\_\_\_

### Leave of Absence under FMLA

6. If a Participant takes an unpaid leave of absence under FMLA, the Participant may elect the following with respect to the health Benefits under the Plan (i.e., Premium Conversion Account, Health FSA, and Limited Purpose Health FSA) **(select at least one)**:
- a. ☒ Revoke coverage, which will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
  - b. ☒ Continue coverage but discontinue payment of his or her contribution for the period of the FMLA leave of absence.
7. ☒ If B.6b. is selected, the Employer may recover the Participant's suspended contributions when the Participant returns to work from the FMLA leave of absence.
8. A Participant on leave of absence under FMLA (select only one):
- a. ☒ may continue coverage for all Benefits for which he is eligible when on FMLA leave, including non-health Benefits.
  - b. ☐ may only continue coverage for Premium Conversion Accounts, Health FSA, and Limited Purpose Health FSA, as applicable.
9. A Participant who continues coverage for Benefits while on FMLA leave of absence may make contributions for such Benefits as follows (select at least one):
- a. ☐ pre-pay on a pre-tax (to the extent permissible under Code section 125) or after-tax basis, prior to commencement of the FMLA leave of absence period, the contributions due for the FMLA leave of absence period
  - b. ☐ pay on an after-tax basis the same schedule as payments would have been made if the Participant were not on a leave of absence or if contributions were being made under COBRA
  - c. ☒ to the extent agreed in advance, the Participant will repay amounts advanced by the Employer to the Plan on behalf of the Participant upon the Participant's return from the FMLA leave of absence

**NOTE:** B.9a may only be elected together with B.9b or B.9c.

**NOTE:** B.9b must be elected if available for non-FMLA leaves of absence.

**NOTE:** B.9c may only be elected together with B.9a and/or B.9b unless it is the only option available to Participants on a non-FMLA leave of absence.

### Non-FMLA

10. ☒ A Participant may elect to continue coverage of Benefits when on unpaid non-FMLA leave of absence.

### Termination of Participation

11. If a Participant remains an Employee but is no longer an Eligible Employee, his or her participation in the Plan shall terminate:
- a. ☐ on the last day of employment during which the Participant ceases to be an Eligible Employee
  - b. ☐ on the last day of the payroll period during which the Participant ceases to be an Eligible Employee
  - c. ☒ on the last day of the month during which the Participant ceases to be an Eligible Employee
  - d. ☐ on the last day of the Plan Year during which the Participant ceases to be an Eligible Employee
  - e. ☐ Other \_\_\_\_\_

### Reemployment

12. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee within 30 days after Termination:
- a. ☒ the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
  - b. ☐ the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
13. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more

than 30 days after Termination:

- a. ☐ the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
- b. ☐ the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
- c. ☒ the Eligible Employee may elect to reinstate the Benefit election in effect at the time of Termination or make a new election under the Plan

### C. PARTICIPATION ELECTIONS

#### Failure to Elect (Default Elections)

1. The election for the immediately preceding Plan Year relating to the following Benefits will apply to the applicable Plan Year:

- a. ☐ Premium Conversion Account (Non-Employer-sponsored Contracts)
- b. ☐ Health Flexible Spending Account
- c. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSAs)
- d. ☐ Dependent Care Assistance Plan Account
- e. ☐ Health Savings Account
- f. ☐ Adoption Assistance Flexible Spending Account

**NOTE:** If a Benefit is not selected, an Eligible Employee who does not make an affirmative election under the Plan for a Plan Year will be deemed to have elected not to participate in that Benefit for the Plan Year.

#### Change in Status

2. An Eligible Employee may change his or her election upon the following Change in Status events:

- a. ☐ None
- b. ☒ Any event described in Treas. Reg. section 1.125-4 and other events permitted by IRS guidance
- c. ☐ Pursuant to written Plan Administrative Procedures, which are incorporated herein by reference
- d. ☐ Other: \_\_\_\_\_

### D. PREMIUM CONVERSION ACCOUNT

#### Contracts for Reimbursement

**NOTE:** If Premium Conversion Account is not a selected Benefit under A.5a, Section D is disregarded.

1. If Premium Conversion Accounts are allowed under the Plan, select the types of Contracts with respect to which a Participant may contribute under Section 5.04:

- a. ☒ Employer Health
- b. ☒ Employer Dental
- c. ☒ Employer Vision
- d. ☐ Employer Short-Term Disability
- e. ☐ Employer Long-Term Disability
- f. ☐ Employer Group Term Life
- g. ☐ Employer Accidental Death & Dismemberment
- h. ☐ Individually-Owned Dental
- i. ☐ Individually-Owned Vision
- j. ☐ Individually-Owned Disability
- k. ☐ COBRA continuation coverage under the Employer group health plan
- l. ☐ Other: \_\_\_\_\_

#### Enrollment

2. ☒ All Employees will automatically be enrolled in the Premium Conversion Account upon their date of hire and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee during the Plan Year for participation in Employer-sponsored Contract(s).

**NOTE:** If D.2 is not selected, Eligible Employees may only elect to participate in the Premium Conversion Account pursuant to Section 4.02(b), 4.02(c) and Section 4.03 of the Plan.

### **Contributions**

3. ☒ **Participant elections** will be automatically adjusted for changes in the cost of Employer-sponsored Contracts pursuant to the terms of Treas. Reg. 1.125-4(f)(2)(i).

### **E. FLEXIBLE SPENDING ACCOUNTS**

**NOTE:** If Flexible Spending Accounts are not a permitted Benefit under A.5b, Section E is disregarded.

### **Employer Contributions**

1. ☐ **Matching Contributions.** The Plan permits Employer matching contributions to the applicable Benefits as follows:
- a. **Health FSA:**
    - i. ☐ None
    - ii. ☐ Discretionary
    - iii. ☐ \_\_\_\_% of the Participant's Health FSA contribution up to \_\_\_\_% of the Participant's Compensation
    - iv. ☐ \_\_\_\_% of the Participant's Health FSA contribution up to \$\_\_\_\_
    - v. ☐ Other: \_\_\_\_
  - b. **Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)**
    - i. ☐ None
    - ii. ☐ Discretionary
    - iii. ☐ \_\_\_\_% of the Participant's HSA-Compatible Health FSA contribution up to \_\_\_\_% of the Participant's Compensation
    - iv. ☐ \_\_\_\_% of the Participant's HSA-Compatible Health FSA contribution up to \$\_\_\_\_
    - v. ☐ Other: \_\_\_\_
  - c. **Dependent Care Assistance Plan Account:**
    - i. ☐ None
    - ii. ☐ Discretionary
    - iii. ☐ \_\_\_\_% of the Participant's DCAP Account contribution up to \_\_\_\_% of the Participant's Compensation
    - iv. ☐ \_\_\_\_% of the Participant's DCAP Account contribution up to \$\_\_\_\_
    - v. ☐ Other: \_\_\_\_
  - d. **Adoption Assistance Flexible Spending Account:**
    - i. ☐ None
    - ii. ☐ Discretionary
    - iii. ☐ \_\_\_\_% of the Participant's Adoption Assistance FSA contribution up to \_\_\_\_% of the Participant's Compensation
    - iv. ☐ \_\_\_\_% of the Participant's Adoption Assistance FSA contribution up to \$\_\_\_\_
    - v. ☐ Other: \_\_\_\_

**NOTE:** If there are no Employer matching contributions to the Plan, questions under E.1 are disregarded.

**NOTE:** Only one contribution formula is permitted for each applicable Benefit.

**NOTE:** If the Plan is intended to be a simple cafeteria plan, the matching contributions in this section will apply in addition to the contributions at A.6b.

2. ☐ **Non-Elective Employer Contributions.** The Plan permits Employer contributions to the applicable Benefits as follows:
- a. **Health Flexible Spending Account:**
    - i. ☐ None
    - ii. ☐ Discretionary
    - iii. ☐ \_\_\_\_% of the Participant's Compensation
    - iv. ☐ \$\_\_\_\_ per Eligible Employee
    - v. ☐ Other: \_\_\_\_
  - b. **Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA):**
    - i. ☐ None
    - ii. ☐ Discretionary
    - iii. ☐ \_\_\_\_% of the Participant's Compensation
    - iv. ☐ \$\_\_\_\_ per Eligible Employee
    - v. ☐ Other: \_\_\_\_

- c. **Dependent Care Assistance Plan Account:**
- i. ☐ None
  - ii. ☐ Discretionary
  - iii. ☐ \_\_\_\_\_% of the Participant's Compensation
  - iv. ☐ \$\_\_\_\_\_ per Eligible Employee
  - v. ☐ Other: \_\_\_\_\_
- d. **Adoption Assistance Flexible Spending Account:**
- i. ☐ None
  - ii. ☐ Discretionary
  - iii. ☐ \_\_\_\_\_% of the Participant's Compensation
  - iv. ☐ \$\_\_\_\_\_ per Eligible Employee
  - v. ☐ Other: \_\_\_\_\_

**NOTE:** If there are no non-elective Employer contributions, questions under E.2 are disregarded.

**NOTE:** Employer matching and non-elective contributions shall not exceed the limits set forth in the BPD including: Health FSA, Section 6.04(b); HSA-Compatible FSA Section 7.04; Dependent Care Assistance Plan Account Section 8.04; and Adoption Assistance Flexible Spending Account, Section 10.04.

**NOTE:** If the Plan is intended to be a simple cafeteria plan, the Employer non-elective contributions in this section will apply in addition to the contributions at A.6b.

**3. Contribution Limits.** Select the maximum allowable Participant contribution to the applicable FSA in any Plan Year:

- a. ☒ The maximum amount permitted under Code section 125(i), 129(a)(2) and/or 137(b)(1)
- b. ☐ Other amounts
  - i. Health Flexible Spending Account: \_\_\_\_\_
  - ii. Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): \_\_\_\_\_
  - iii. Dependent Care Assistance Plan Account: \_\_\_\_\_
  - iv. Adoption Assistance Flexible Spending Account: \_\_\_\_\_

**NOTE:** Other amounts for Health Flexible Spending Account in E.3bi and Limited Purpose/Post-Deductible Health Flexible Spending Account in E.3bii cannot exceed the Code section 125(i) maximum. Other amounts in E.3b.iii for Dependent Care Assistance Plan Account cannot exceed Code 129(a)(2) amounts and E.3b(iv) cannot exceed Code section 137(b)(1) maximum.

### Eligible Expenses

**4. Individual Expenses Eligible for Reimbursement.** Participant may only be reimbursed from the applicable FSA for expenses that are incurred by:

- a. ☒ **Participant, spouse and Dependents.** The Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday:
- b. ☐ **Persons covered under Employer-sponsored group health plan.** The Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under an Employer-sponsored health plan:
- c. ☐ **Participants only.** No reimbursement for expenses incurred by the Participant's spouse or Dependents:
- d. ☐ **Other:** \_\_\_\_\_ (may not include anyone other than the Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday)

### Expenses Not Eligible for Reimbursement

**5. Expenses Not Eligible for Reimbursement.** In addition to those listed in the Basic Plan Document, the following expenses are not eligible for reimbursement from a Participant's FSA:

- a. ☐ Health Flexible Spending Account: \_\_\_\_\_
- b. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): \_\_\_\_\_
- c. ☐ Dependent Care Assistance Plan Account: \_\_\_\_\_
- d. ☐ Adoption Assistance Flexible Spending Account: \_\_\_\_\_

**6. Adult Children Coverage.** Reimbursement for adult children may be paid from the applicable FSA for claims incurred:

- a. ☒ until the date the child attains age 26
- b. ☐ until the last day of the calendar year in which the child attains age 26

**Reimbursement**

7. ☒ **Amounts Available for Reimbursement.** The Plan Administrator may direct reimbursement of FSAs up to the entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the applicable FSA, less any reimbursements already disbursed from the applicable FSA for the following Benefits:

- a. ☐ Dependent Care Assistance Plan Account
- b. ☐ Adoption Assistance Flexible Spending Account

*NOTE: If 7.a or 7.b is not selected, the Plan Administrator may direct reimbursement only up to the amount in the applicable FSA at the time the reimbursement request is received by the Plan Administrator.*

**Grace Period**

8. ☐ The Plan will reimburse claims incurred during a Grace Period immediately following the end of the Plan Year for the following Benefits.
- a. ☐ Health Flexible Spending Account
  - b. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)
  - c. ☐ Dependent Care Assistance Plan Account
  - d. ☐ Adoption Assistance Flexible Spending Account

*NOTE: The Plan cannot reimburse claims incurred during a Grace Period if carryovers are permitted in Part E.12.*

9. **Last day of Grace Period:**

- a. ☐ Fifteenth day of the 3rd month following end of the Plan Year
- b. ☐ Other \_\_\_\_\_

**Run Out Period**

10. If **no Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than:
- a. ☒ 90 days after the end of the Plan Year
  - b. ☐ \_\_\_\_\_ (insert date, e.g., March 31) immediately following such Plan Year
11. If a **Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than:
- a. ☐ \_\_\_\_\_ days after the end of the Grace Period
  - b. ☐ \_\_\_\_\_ (insert date, e.g., March 31st) immediately following such Plan Year

*NOTE: The date in E.11b should be later than the last day of the Grace Period.*

**Automatic Payment of Claims**

12. Eligible expenses not covered under the Employer-sponsored health plan (e.g., co-payments, co-insurance, deductibles) automatically paid from the applicable FSA.
- a. ☒ Health Flexible Spending Account
  - b. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)

**Carryover**

13. The Plan will carry over unused Health FSA balances at the end of the Plan Year for the following Benefits:
- a. ☐ Health Flexible Spending Account
    - i. ☐ Maximum amount, as indexed
    - ii. ☐ Other: \_\_\_\_\_
  - b. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)
    - i. ☐ Maximum amount, as indexed
    - ii. ☐ Other: \_\_\_\_\_

*NOTE: If carryover is selected (E.13a or E.13b is selected for the applicable FSA), the Plan may not provide for a Grace Period for the applicable FSA and the Plan may not provide for a Grace Period for the applicable FSA in the Plan Year to which the carryover amount is applied.*

**Termination of Employment**

14. In the event of a Termination of Employment the Participant may elect to continue to make contributions to FSAs under the Plan on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.

- a. ☐ Yes  
 b. ☐ Yes - subject to the following limitations: \_\_\_\_\_  
 c. ☒ No

*NOTE: If E.14c is selected, then contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.*

*NOTE: If applicable, any COBRA elections shall supersede this section.*

15. In the event of a Termination of Employment, a Participant may submit claims for reimbursement from the applicable FSA no later than:

- a. ☒ 90 days after a Termination of Employment.  
 b. ☐ \_\_\_\_\_ days following the Plan Year in which the Termination occurs.

*NOTE: If E.14a or E.14b is selected, then E.15b must be selected.*

**Qualified Reservist Distributions**

16. ☐ **Qualified Reservist Distributions are available for:**

- a. ☐ The entire amount elected for the applicable Health FSA for the Plan Year minus applicable Health FSA reimbursements received as of the date of the Qualified Reservist Distribution request.  
 b. ☐ The amount contributed to the applicable Health FSA as of the date of the Qualified Reservist Distribution request minus applicable FSA reimbursements received as of the date of the Qualified Reservist Distribution request.  
 c. ☐ Other amount (not to exceed the entire amount elected for the applicable for the Plan Year minus reimbursements): \_\_\_\_\_

**F. HEALTH SAVINGS ACCOUNT (HSA Account) (Article 9)**

*NOTE: If HSA Account is not a permitted Benefit under A.5g, Section F is disregarded.*

**Employer Contributions**

1. **Matching Contributions.** The Plan permits Employer matching contributions to the HSA Account as follows (not to exceed the limits in Section 9.04):

- a. ☒ None  
 b. ☐ Discretionary  
 c. ☐ \_\_\_\_\_% of the Participant's elected HSA Account contribution up to \_\_\_\_\_% of the Participant's Compensation  
 d. ☐ \_\_\_\_\_% of the Participant's elected HSA Account contribution up to \$\_\_\_\_\_  
 e. ☐ Other: \_\_\_\_\_

*NOTE: If the Plan is intended to be a simple cafeteria plan, the matching contributions in this section will apply in addition to the contributions at A.6b.*

2. **Employer Non-Elective Contributions.** The Plan permits Employer non-elective contributions to the HSA Account as follows (not to exceed the limits in Section 9.04):

- a. ☒ None  
 b. ☐ Discretionary  
 c. ☐ \_\_\_\_\_% of the Participant's Compensation  
 d. ☐ \$\_\_\_\_\_ per Eligible Employee  
 e. ☐ Other: \_\_\_\_\_

*NOTE: If the Plan is intended to be a simple cafeteria plan, the Employer non-elective contributions in this section will apply in addition to the contributions at A.6b.*

3. **Contribution Limits.** Select the maximum allowable contribution to a Participant's HSA Account in any Plan Year:

- a. ☒ The maximum amount permitted under Code section 223(b), reduced by any Employer contributions.  
 b. ☐ Other amount: \_\_\_\_\_ (not to exceed the Code section 223(b) maximum when combined with any Employer contributions).

**G. FLEXIBLE BENEFIT CREDITS ("Flex Credits") (Section 11.01)****Health Flex Contribution**

**NOTE:** If Flexible Benefit Credits are not permitted Benefits in A.5h, Section G is disregarded.

1. ☐ **Health Flex Contribution.** The Flex Credit is intended to qualify as a "health flex contribution" under Treas. Reg. section 1.5000A-3(e)(3)(ii)(E): The Participant may not opt to receive the Flex Credit as a cash or taxable benefit and the Participant may only use the Flex Credit for the payment of premiums applicable to health care and toward the Health FSA or HSA-Compatible Health FSA Benefits.
2. **Eligible Benefits.** Participants may elect to contribute the Flex Credits to the following benefits:
  - a. ☐ All Benefits offered under the Plan
  - b. ☐ All Benefits offered under the Plan except the following: \_\_\_\_\_
  - c. ☐ Only the following Benefits: \_\_\_\_\_
  - d. ☐ Only the portion of the (i) Premium Conversion Account paid toward Employer-sponsored Health Contract premiums and/or (ii) Health FSA or HSA-Compatible Health FSA Benefits.

**NOTE:** If G.1 is selected, G.2d must be selected.

3. **Amount of Flex Credit.** The Employer will contribute a Flex Credit on behalf of each Eligible Employee as follows:
  - a. ☐ \$\_\_\_\_\_ per Eligible Employee
  - b. ☐ A discretionary amount as determined by the Employer
  - c. ☐ Other: \_\_\_\_\_
  - d. ☐ The amount of the simple cafeteria plan contributions described in A.6b
4. ☐ **Contribution to 401(k) Plan.** An Eligible Employee may elect to contribute all or a portion of his or her Flex Credits to a Qualified Plan in accordance with the terms of the following Qualified Plan(s): \_\_\_\_\_

**NOTE:** If G.4 is selected, then G.5 (cash out) must also be elected.

**Cash Outs**

5. **Cash Out of Flex Credits.** A Participant may elect to receive all or a portion of his or Flex Credits in cash.
  - a. ☐ Yes
  - b. ☐ Yes, subject to the following limitations: \_\_\_\_\_
  - c. ☐ No

**NOTE:** If G.5a or G.5b is selected, then Flex Credits a Participant elects to contribute to a Health FSA will count toward the Code section 125(i) contribution limitation.

**NOTE:** If G.1 is selected, G.5c must be selected.

**NOTE:** If G.5.c is selected, the maximum value of Flex Credits a Participant can contribute to a Health FSA for a Plan Year is \$500.
6. **Amount of Cash Out.** For each Flex Credit dollar that a Participant elects to receive in cash from the Plan, the Participant will receive: \$\_\_\_\_\_ (insert dollar value of each Flex Credit; if no amount is provided, the cash out value of each Flex Credit is \$1.00)
7. **Maximum Flex Credit Cash Out.** The amount of cash a Participant may receive in exchange for Flex Credits in Plan Year shall not exceed:
  - a. ☐ No limit
  - b. ☐ \$\_\_\_\_\_ per calendar year
  - c. ☐ Other: \_\_\_\_\_
8. **Payment of Cash Out.** Amounts distributed in cash from the Plan pursuant to Section 11.03 shall be paid to the Participant in:
  - a. ☐ Equal payroll installments
  - b. ☐ A single lump sum at the beginning of the Plan Year
  - c. ☐ A single lump sum at the end of the Plan Year
  - d. ☐ Other: \_\_\_\_\_

**H. PURCHASE AND SALE OF PAID TIME OFF (PTO) (Section 11.02)****Purchase of PTO**

1. **Maximum PTO Purchase.** A Participant can elect to purchase no more than the following periods of PTO in a Plan Year:
  - a. ☐ None

- b. ☐ \_\_\_\_\_ hours
- c. ☐ \_\_\_\_\_ days
- d. ☐ \_\_\_\_\_ weeks
- e. ☐ Other: \_\_\_\_\_

**NOTE:** If Purchase of PTO is not a permitted Benefit in A.5i, H.1 is disregarded.

### Sale of PTO

2. **Maximum PTO Sale.** A Participant can elect to sell no more than the following periods of PTO in a Plan Year:

- a. ☐ None
- b. ☐ \_\_\_\_\_ hours
- c. ☐ \_\_\_\_\_ days
- d. ☐ \_\_\_\_\_ weeks
- e. ☐ Other: \_\_\_\_\_

**NOTE:** If Sale of PTO is not a permitted Benefit in A.5i, H.2 is disregarded.

### Carryover of PTO

3. ☐ **No Carryover of Elective PTO.** Unused elective PTO (determined as of the last day of the Plan Year) shall be paid in cash on or prior to the last day of the Plan Year.

**NOTE:** If Sale and/or Purchase of PTO are not permitted Benefits in A.5i, H.3 is disregarded.

**NOTE:** If H.3 is not selected, unused elective PTO will be forfeited as of the last day of the Plan Year.

## I. MISCELLANEOUS

### Plan Administrator Information

1. **Plan Administrator.**

- a. ☒ Plan Sponsor
- b. ☐ Committee appointed by Plan Sponsor
- c. ☐ Other: \_\_\_\_\_

2. **Indemnification.** Type of indemnification for the Plan Administrator:

- a. ☒ None - the County will not indemnify the Plan Administrator.
- b. ☐ Standard as provided in Section 14.02.
- c. ☐ Custom. (If I.2.c. (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.)

3. **Governing Law.** The following state's law shall govern the terms of the Plan to the extent not pre-empted by Federal law: Texas

4. **Participating Employers.** Additional participating employers may be specified in an addendum to the Adoption Agreement.

5. **State of Organization.** State of organization of Plan Sponsor: Texas

(If state law requires written document language regarding benefits herein, add language to Addendum.)



**J. EXECUTION PAGE**

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #125 and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WILLIAMSON COUNTY :

Signature: \_\_\_\_\_

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

Title/Position: \_\_\_\_\_

**CUSTOM LANGUAGE ADDENDUM**

Employees that are rehired will be required to complete the (60) Sixty Day waiting period and will be eligible for coverage on the first day of the following month. However, since benefits are paid one pay period in advance, an employee that is reemployed within 30 days before their benefits term will remain eligible and not terminate.

**BASIC PLAN DOCUMENT #125**

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## PREMIER PENSION SOLUTIONS

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**ARTICLE 1. INTRODUCTION****Section 1.01**      **PLAN**

This document ("Basic Plan Document") and its related Adoption Agreement are intended to qualify as a cafeteria plan within the meaning of Code section 125. To the extent provided in the Adoption Agreement, the Plan provides for the pre-tax payment of premiums and contributions to spending accounts that are excludable from gross income under Code section 125, reimbursement of certain medical expenses that are excludable from gross income under Code section 105(b), reimbursement of certain dependent care expenses that are excludable from gross income under Code section 129, reimbursement of certain adoption expenses that are excludable from gross income under Code section 137, and/or for such other benefits as set forth herein.

**Section 1.02**      **APPLICATION OF PLAN**

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Employer on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Employer whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

**ARTICLE 2. DEFINITIONS****Account** means

the bookkeeping balance of an account established for each Participant as of the applicable date. "Account" or "Accounts" shall include, to the extent provided in the Adoption Agreement, a Premium Conversion Account, a General Purpose Health Flexible Spending Account, an HSA-Compatible Health Flexible Spending Account, a Dependent Care Assistance Plan Account, an Adoption Assistance Flexible Spending Account and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

**Adoption Agreement** means

the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

**Adoption Assistance Flexible Spending Account** or **Adoption Assistance FSA** means

the Account established with respect to the Participant's election to have Adoption Expenses reimbursed by the Plan pursuant to Article 10.

**Adoption Expenses** means

the expenses described in Section 10.05(b)(2).

**Affiliate** means

the Plan Sponsor or any other employer required to be aggregated with the Plan Sponsor under Code sections 414(b), (c), (m) or (o); provided, however, that "Affiliate" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above.

**Benefits** means

the benefit options available to Eligible Employees under the Plan.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Code** means

the Internal Revenue Code of 1986, as amended from time to time.

**Compensation** means

the cash wages or salary paid to a Participant. If the Adoption Agreement indicates that the Plan is a simple cafeteria plan as defined in Code section 125(j), "Compensation" shall mean Section 414(s) Compensation (defined below).

**Contract** means

an insurance policy, contract or self-funded arrangement under which a Participant is eligible to receive benefits regardless of whether such policy, contract or arrangement is related to any benefit offered hereunder. "Contract" shall not include any product which is advertised, marketed, or offered as long-term care insurance. "Contract" shall not include any qualified health plan (as defined in section 1301(a) of the Patient Protection and Affordable Care Act) offered through an exchange established under section 1311 of such Act unless the Employer is a qualified employer (as defined in section 1312(f)(2) of the Patient Protection and Affordable Care Act) offering the Employee the opportunity to enroll through such exchange in a qualified health plan in a group market.

Dependent means

an individual who qualifies as a dependent of a Participant under Code section 152 (as modified by Code section 105(b)). For purposes of the Premium Conversion Account, "Dependent" does not include any individual who is not a dependent under the underlying Contract. A child who is determined to be a Participant's alternate recipient under a qualified medical child support order under ERISA section 609 shall be considered a Dependent under this Plan, as applicable.

Dependent Care Assistance Plan Account or DCAP Account means

the Account established with respect to the Participant's election to have dependent care expenses reimbursed by the Plan pursuant to Article 8.

Effective Date shall have the meaning

set forth in Part A of the Adoption Agreement, provided that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

Eligible Employee means

any Employee employed by an Employer, subject to the modifications and exclusions described in the Adoption Agreement. If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Employer is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Employer in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

An individual who becomes employed by an Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the other entity shall not become eligible to participate in the Plan until the Employer or Plan Sponsor specifically authorizes such participation.

Employee means

any individual who is a common-law employee of an Employer, a leased employee as described in Code section 414(n), or full-time life insurance salesman as defined in Code section 7701(a)(20). The term "Employee" shall not include: (i) a self-employed individual (including a partner) as defined in Code section 401(c), or (ii) any person who owns (or is considered as owning within the meaning of Code section 318) more than 2 percent of the outstanding stock or combined voting power of an S corporation.

Employer means

the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

ERISA means

the Employee Retirement Income Security Act of 1974, as amended from time to time.

Flex Credits means

the Employer contributions described in Section 11.01 of the Plan.

FMLA means

the Family and Medical Leave Act of 1993 as amended from time to time.

Grace Period means

the designated period following a Plan Year during which a Participant who has unused benefits or contributions relating to a Benefit (for example, a Health FSA or DCAP Account) from the immediately preceding Plan Year and who incurs expenses for that same Benefit during the period, may be paid or reimbursed for those expenses as if the expenses had been incurred in the immediately preceding Plan Year.

General Purpose Health Flexible Spending Account or General Purpose Health FSA means

the Account established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Article 6.

Health Flexible Spending Account or Health FSA means

the General Purpose Health FSA and/or HSA-Compatible Health FSA established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Article 6 and Article 7.

Health Savings Account or HSA means

a health savings account established pursuant to Article 9.

Highly Compensated Employee means

an Employee described in Code section 414(q).

Highly Compensated Individual means

an individual within the meaning of Code section 105(h)(5).

HIPAA means

the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

HRA means

a health reimbursement arrangement subject to Code section 105.

HSA-Compatible Health Flexible Spending Account or HSA-Compatible Health FSA means

a Limited Purpose Health Flexible Spending Account and/or a Post-Deductible Health Flexible Spending Account.

Key Employee means

an Employee described in Code section 416(i).

Leased Employee means

an Employee described in Code section 414(n)(2).

Limited Purpose Health Flexible Spending Account or Limited Purpose Health FSA means

the Account established with respect to the Participant's election to have medical expenses, as described in Section 7.05(b)(1), reimbursed by the Plan pursuant to Article 7.

Qualified Plan means

the retirement plan sponsored by an Employer and identified in the Adoption Agreement.

Participant means

an Eligible Employee who participates in the Plan in accordance with Articles 3 and 4.

Plan means

the plan as identified in Part A.2 of the Adoption Agreement and as described in this Basic Plan Document and Adoption Agreement.

Plan Administrator means

the person(s) designated pursuant to the Adoption Agreement and Section 14.01.

Plan Sponsor means

the entity described in the Adoption Agreement that maintains the Plan.

Plan Year means

the 12-consecutive month period described in Part A of the Adoption Agreement.

Post-Deductible Health Flexible Spending Account or Post-Deductible Health FSA means

the Account established with respect to the Participant's election to have medical expenses, as described in Section 7.05(b)(2), reimbursed by the Plan pursuant to Article 7.

Premium Conversion Account means

the Account established with respect to the Participant's election to have premiums reimbursed by the Plan pursuant to Article 5.



PTO means

elective paid time off that must be used or forfeited by the last day of the Plan Year in which it was awarded.

Salary Reduction Agreement means

the agreement pursuant to which an Eligible Employee elects to reduce his or her Compensation and instead receive a Benefit provided under the Plan.

Section 414(s) Compensation means

compensation as defined in Code section 414(s) and Treas. Reg. section 1.414(s)-1. The period used to determine an Employee's compensation for a Plan Year must be either the Plan Year or the calendar year ending within the Plan Year. Whichever period is selected by the Plan Administrator must be applied uniformly to determine the compensation of every Eligible Employee under the Plan for that Plan Year. The Plan Administrator may, however, limit the period taken into account under either method to that portion of the Plan Year or calendar year in which the Employee was an Eligible Employee, provided that this limit is applied uniformly to all Eligible Employees.

Termination and Termination of Employment means

any absence from service that ends the employment of an Employee with the Employer.

**ARTICLE 3. ELIGIBILITY**

An Eligible Employee is an Employee who meets the age and service requirements set forth in the Adoption Agreement and who is not excluded pursuant to (a) Section 3.02, (b) the provisions governing the applicable Benefit below, or (c) the Adoption Agreement. An Eligible Employee may elect to participate in the Plan in accordance with Article 4.

Eligible Employees who were eligible to participate in the Plan immediately prior to the Effective Date shall be eligible to participate in the Plan on the Effective Date. Notwithstanding the foregoing, an Eligible Employee shall be eligible to make elections only for the Accounts as are specifically authorized in the Adoption Agreement.

Section 3.02      INELIGIBLE EMPLOYEES

Notwithstanding anything herein to the contrary, the Employees identified in the Adoption Agreement as such are not Eligible Employees and may not participate in any Benefit under the Plan.

Section 3.03      LEAVE OF ABSENCE

## (a) FMLA Leave of Absence.

- (1) *Health Benefits.* If a Participant takes a leave of absence under FMLA, the Participant shall be entitled to continue to participate in those Benefits under the Plan that provide health care, including the Premium Conversion Account for payment of premiums applicable to health care, the Health FSA, and Flex Credits. A Participant may also elect to revoke coverage during an unpaid FMLA leave of absence or continue coverage but discontinue contributions for the period of the FMLA leave of absence, as set forth in the Adoption Agreement. If a Participant elects to revoke coverage during the unpaid FMLA leave of absence, the coverage will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
- (2) *Non-Health Benefits.* A Participant shall not be entitled to continue to participate in Benefits under the Plan that do not provide health care except to the extent provided in the Adoption Agreement or in accordance with the Employer's established policy for providing such Benefits when an Employee is on non-FMLA leave. Participant contributions for Benefits during a leave of absence under FMLA shall be determined by the Plan Administrator in accordance with Code section 125.
- (3) *Non-FMLA Leave of Absence.* If a Participant takes an unpaid leave of absence other than under FMLA, the Participant shall not be entitled to continue to participate in Benefits under the Plan except to the extent provided in the Adoption Agreement or in accordance with the Employer's established policy for providing such Benefits when an Employee is on non-FMLA leave.
- (4) *USERRA.* If a Participant is on a leave of absence in the uniformed services under the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Participant shall be entitled to elect to continue participation in the Premium Conversion Account and Health FSA for the lesser of (i) 24 months, beginning on the date the Participant's absence began and (ii) the date the Participant fails to apply for or return to employment with the Employer, as determined under USERRA.
- (5) *Applicable State Law.* The Plan Administrator shall permit a Participant to continue Benefits under the Plan as required under any applicable state law to the extent that such law is not pre-empted by federal law.
- (6) *Paid Leave of Absence.* A Participant shall not be entitled to revoke participation in any Benefits during a paid leave of absence

except in accordance with Article 4.

**Section 3.04**      **TERMINATION OF PARTICIPATION**

If a Participant remains an Employee but is no longer an Eligible Employee (e.g., due to a change in job classification), his or her participation in the Plan shall terminate on the date on which the Participant ceases to be an Eligible Employee, unless provided otherwise herein or in the Adoption Agreement. Should such Employee again qualify as an Eligible Employee, he or she shall be eligible to participate in the Plan as of the first day of the subsequent Plan Year, unless earlier participation is required by applicable law or permitted pursuant to Section 4.03.

**Section 3.05**      **TERMINATION OF EMPLOYMENT**

If a Participant has a Termination of Employment, his or her participation in the Plan shall be governed in accordance with the terms of the applicable Benefit as provided herein.

**Section 3.06**      **REEMPLOYMENT**

- (a) Except as otherwise provided in the Adoption Agreement, the Plan Administrator shall automatically reinstate Benefit elections for Eligible Employees who are rehired by an Employer within 30 days of a Termination. If an Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days following the date of Termination, the Plan Administrator may allow the Eligible Employee to elect to reinstate the Benefit election in effect at the time of Termination or to make a new election under the Plan, unless otherwise provided herein or in the Adoption Agreement.
- (b) *Ineligible Employees.* An Employee who has a Termination of Employment and who is subsequently reemployed by the Employer but is not an Eligible Employee shall be eligible to participate on the date the individual becomes an Eligible Employee and, at that time, may elect to participate in the Plan in accordance with Article 4.

**ARTICLE 4. BENEFITS AND PARTICIPATION**

**Section 4.01**      **BENEFIT OPTIONS**

Each Participant may elect to participate in the following Benefits to the extent selected in the Adoption Agreement, pursuant to the applicable Article herein:

- (a) Premium Conversion Account
- (b) General Purpose Health Flexible Spending Account
- (c) HSA-Compatible Health Flexible Spending Account
- (d) Dependent Care Assistance Plan Account
- (e) Adoption Assistance Flexible Spending Account
- (f) Health Savings Account
- (g) PTO Purchase/Sale
- (h) 401(k) Plan Contributions
- (i) Flexible Benefit Credits

**Section 4.02**      **ELECTION TO PARTICIPATE**

- (a) *Elections to Participate.* The Plan Administrator shall prescribe such forms and may require such data from an Eligible Employee as are reasonably required and permitted under applicable law to enroll the Eligible Employee in the Plan or to effectuate any elections made pursuant to this Article 4. The Plan Administrator may adopt procedures governing the elections described in this Article 4, including, without limitation, a minimum annual and per pay-period contribution amount, a maximum contribution per pay-period amount consistent with applicable annual limits, and the ability of a Participant to make after-tax contributions to the Plan.
- (b) *New Employees.* An Eligible Employee may elect to participate in the Benefits under the Plan during the period established by the Plan Administrator, which shall be no longer than 30 days after the date the Eligible Employee becomes an Employee. The election will be effective as of the Employee's hire date; provided, however, that amounts used to pay for such election must be made from Compensation not yet currently available on the date of the election.
- (c) *Newly Eligible Employees.* An Employee who becomes an Eligible Employee (for example, after satisfying the Plan's age and/or service requirements, if any) may elect to participate in the Benefits under the Plan during the period established by the Plan Administrator, which shall be no longer than 31 days after the date the Employee becomes an Eligible Employee. The election will be effective on a prospective

basis.

- (d) *Continuing Eligible Employees.* An Eligible Employee may elect to enroll in the Plan or to modify or revoke his or her election during the period established by the Plan Administrator that precedes the Plan Year for which the election will be effective, except as provided in Article 9 and Article 10.
- (e) *Failure to Elect.* If an Eligible Employee does not make an election in accordance with the required enrollment procedures with respect to any or all Benefits under the Plan, the Eligible Employee will be deemed to have elected not to participate in such Benefit for the applicable Plan Year, except as otherwise provided herein or specified in the Adoption Agreement.

#### Section 4.03

#### MID-YEAR ELECTION CHANGES

An Eligible Employee's election to participate in a Benefit, other than an HSA, hereunder is irrevocable during the Plan Year, except that an Eligible Employee may change his or her election during the Plan Year no later than the end of the 31-day period beginning on the date of a Change in Status, unless provided otherwise in the Adoption Agreement. The election change must be on account of and correspond with a Change in Status that affects eligibility for coverage under the Plan.

A "Change in Status" means events described in Treasury Regulation section 1.125-4. Change in Status includes, but is not limited to, the following, to the extent provided in the Adoption Agreement:

- (a) *Legal Marital Status.* Events that change an Eligible Employee's legal marital status, including marriage, death of spouse, divorce, legal separation, and annulment.
- (b) *Number of Dependents.* Events that change an Eligible Employee's number of Dependents, including birth, death, adoption, and placement for adoption.
- (c) *Employment Status.* Any of the following events that change the employment status of the Eligible Employee, the Eligible Employee's spouse, or the Eligible Employee's Dependent: a termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, and a change in worksite. In addition, if the eligibility conditions of the Plan or other employee benefit plan of the Employer of the Eligible Employee or the Eligible Employee's Spouse or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the applicable plan, then that change constitutes a change in employment under this paragraph (c).
- (d) *Dependent satisfies or ceases to satisfy eligibility requirements.* Events that cause an Eligible Employee's Dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstance.
- (e) *Residence.* A change in the place of residence of the Eligible Employee or the Eligible Employee's spouse or Dependent.
- (f) *Adoption Assistance.* For purposes of adoption assistance provided through the Plan, the commencement or termination of an adoption proceeding.
- (g) *COBRA.* If the Eligible Employee or the Eligible Employee's spouse or Dependent becomes eligible for continuation coverage under an Employer's group health plan as provided in Code section 4980B or any similar state law, the Eligible Employee may elect to increase contributions to his or her Premium Conversion Account under the Plan in order to pay for the continuation coverage.
- (h) *Court Order.* A judgment, decree, or other order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order as defined in ERISA section 609) that requires accident or health coverage for an Eligible Employee's child or for a foster child who is a Dependent of the employee. The Eligible Employee may change his or her election to provide coverage for the child if the order requires coverage for the child under the Plan and may cancel coverage under the Plan for the child if the order requires the Eligible Employee's spouse, former spouse, or other individual to provide coverage for the child, and that coverage is, in fact, provided.
- (i) *Entitlement to Medicare or Medicaid.* If an Eligible Employee or an Eligible Employee's spouse or Dependent who is enrolled in an Employer's accident or health plan becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines), the Eligible Employee may make a prospective election change to cancel or reduce coverage of that Employee, spouse, or Dependent under the Employer-sponsored accident or health plan. In addition, if an Eligible Employee or an Eligible Employee's spouse or Dependent who has been enrolled in such coverage under Medicare or Medicaid loses eligibility for such coverage, the Eligible Employee may make a prospective election to commence or increase his or her coverage or the coverage of his or her spouse or Dependent, as applicable, under the Employer-sponsored accident or health plan.
- (j) *Significant Cost or Coverage Changes.*
  - (1) *Automatic Changes.* If the cost of an Employer-sponsored Contract premium increases (or decreases) during a period of coverage and, under the terms of the Contract, Eligible Employees are required to make a corresponding change in their payments, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase (or decrease) in affected Eligible Employees' elective contributions for the Plan.
  - (2) *Significant Cost Changes.* If the cost charged to an Eligible Employee for a Contract benefit package option significantly increases or significantly decreases during a period of coverage, the Plan may permit the Eligible Employee to make a corresponding change in an election under the Plan. Changes that may be made include commencing participation in the Plan for the option with a

decrease in cost, or, in the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another benefit package option providing similar coverage or dropping coverage if no other benefit package option providing similar coverage is available. For example, if the cost of an indemnity option under an accident or health plan significantly increases during a period of coverage, Eligible Employees who are covered by the indemnity option may make a corresponding prospective increase in their payments or may instead elect to revoke their election for the indemnity option and, in lieu thereof, elect coverage under another benefit package option including an HMO option (or drop coverage under the accident or health plan if no other benefit package option is offered).

A cost increase or decrease refers to an increase or decrease in the amount of the elective contributions under the Plan, whether that increase or decrease results from an action taken by the Eligible Employee (such as switching between full-time and part-time status) or from an action taken by an Employer (such as reducing the amount of Employer contributions for a class of Eligible Employees).

This paragraph (j) applies in the case of the Dependent Care Assistance Plan Account only if the cost change is imposed by a Dependent care provider who is not a relative of the Eligible Employee as described in Code section 152(a)(1) through (8), incorporating the rules of Code section 152(b)(1) and (2). This paragraph (j) does not apply to Health FSAs.

- (k) *Significant Curtailment Without Loss of Coverage.* If an Eligible Employee or an Eligible Employee's spouse and/or Dependent has a significant curtailment of coverage under a Contract during a period of coverage that is not a loss of coverage as described in paragraph (l) of this section (for example, there is a significant increase in the deductible, the copay, or the out-of-pocket cost sharing limit under the Contract), the Eligible Employee may revoke his or her election for that coverage and, in lieu thereof, elect to receive on a prospective basis coverage under another benefit package option providing similar coverage. This paragraph (k) does not apply to Health FSAs.
- (l) *Significant Curtailment With Loss of Coverage.* If an Eligible Employee (or an Eligible Employee's spouse or Dependent) has a significant curtailment that is a loss of coverage, the Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, elect either to receive on a prospective basis coverage under another benefit package option providing similar coverage or to drop coverage if no similar benefit package option is available. For purposes of this paragraph (l), a loss of coverage means:
  - (1) a complete loss of coverage under the benefit package option or other coverage option (including the elimination of a benefits package option, an HMO ceasing to be available in the area where the individual resides, or the individual losing all coverage under the option by reason of an overall lifetime or annual limitation);
  - (2) a substantial decrease in the medical care providers available under the Contract (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the physicians participating in a preferred provider network or an HMO);
  - (3) a reduction in the benefits for a specific type of medical condition or treatment with respect to which the Eligible Employee or the Eligible Employee's spouse or Dependent is currently in a course of treatment; or
  - (4) any other similar fundamental loss of coverage as determined by the Plan Administrator's in its sole discretion.
 This paragraph (l) does not apply to Health FSAs.
- (m) *Addition or Improvement of a Benefit Package Option.* If the Plan or a Contract adds a new benefit package option or other coverage option, or if coverage under an existing benefit package option or other coverage option is significantly improved during a period of coverage, an Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, to make an election on a prospective basis for coverage under the new or improved benefit package option. This paragraph (m) does not apply to Health FSAs.
- (n) *Change in Coverage Under Another Employer Plan.* An Eligible Employee may make a prospective election change that is on account of and corresponds with a change made under another employer plan (including another plan of the Employer or of another employer) if -
  - (1) The other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under paragraphs (a) through (o) of this section (disregarding this paragraph (n)(1)); or
  - (2) This Plan permits Eligible Employees to make an election for a Plan Year that is different from the period of coverage under the other cafeteria plan or qualified benefits plan.
 This paragraph (n) does not apply to Health FSAs.
- (o) *FMLA.* If a Participant contributes to the cost of such Benefit, he or she may revoke coverage or continue coverage but discontinue payment of his or her share of the cost of a Benefit that provides group health plan coverage (including a Health FSA) during the period of a leave of absence under FMLA. An Eligible Employee who revokes coverage shall be entitled to reinstate coverage upon returning from a leave of absence under FMLA.
- (p) *Loss of Coverage Under Other Group Health Coverage.* An Eligible Employee may make an election on a prospective basis to add coverage under the Plan for the Eligible Employee and/or the Eligible Employee's spouse and/or Dependent if the Eligible Employee and/or the Eligible Employee's spouse and/or Dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including a State's children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in section 7701(a)(40)), the Indian Health Service, or a tribal organization; a State health benefits risk pool; or a Foreign government group health plan. This paragraph (p) does not apply to Health FSAs.
- (q) *Revocation due to Reduction in Hours of Service.* A Participant may prospectively elect to cancel contribution for and payment of the Employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant has been in an employment

status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the Employer-sponsored group health plan and (2) the revocation of the election of coverage under the Employer-sponsored group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

- (r) *Enrollment in a Qualified Health Plan.* A Participant may prospectively elect to cancel contribution for and payment of the employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant is eligible for a special enrollment period to enroll in a "qualified health plan" through a competitive marketplace established under Section 1311 of the Patient Protection and Affordable Care Act ("Marketplace") or the Employee seeks to enroll in a qualified health plan through a Marketplace during the Marketplace's annual open enrollment period.

The Plan Administrator reserves the right to determine whether an Eligible Employee has experienced a Change in Status and whether the Eligible Employee's requested election is consistent with such Change in Status.

## **ARTICLE 5. PREMIUM CONVERSION ACCOUNT**

### **Section 5.01**      **IN GENERAL**

To the extent that the Adoption Agreement authorizes Premium Conversion Accounts, an Employee may elect to have a portion of his or her Compensation applied by the Employer toward the Premium Conversion Account. The Account established under this Article 5 is intended to qualify under Code sections 79 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

### **Section 5.02**      **ELIGIBLE EMPLOYEES**

All Employees are eligible to participate in the Premium Conversion Account, except as otherwise specified in the Adoption Agreement.

### **Section 5.03**      **ENROLLMENT**

- (a) *Enrollment.* An Eligible Employee may enroll in the Premium Conversion Account in accordance with Article 4. Except as otherwise provided in the Adoption Agreement, all Employees will automatically be enrolled in the Premium Conversion Account and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee for participation in Employer-sponsored Contract(s) unless he or she affirmatively elects otherwise in accordance with Section 4.02.
- (b) *Contributions.* A Participant's Premium Conversion Account will be credited with amounts withheld from the Participant's Compensation. The amount of a Participant's contribution to the Premium Conversion Account shall be equal to the amount of the Participant's portion of the premium on the applicable Contract. Except as elected in the Adoption Agreement, if the amount of the Participant's portion of the applicable premium on the Contract increases or decreases, the Participant's contribution to the Premium Conversion Account will automatically be adjusted to reflect the increase or decrease.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a Premium Conversion Account for the Plan Year with respect to non-Employer sponsored Contracts, regardless of the election he or she had in effect for the prior Plan Year. In addition, an Eligible Employee who affirmatively elected not to participate in the Premium Conversion Account for the Plan Year with respect to Employer-sponsored Contracts will not be enrolled in the Premium Conversion Account for any Plan Year until he or she affirmatively elects to participate in the Premium Conversion Account with respect to Employer-sponsored Contracts in accordance with Article 4.

### **Section 5.04**      **ELIGIBLE EXPENSES**

A Participant's Premium Conversion Account will be debited for amounts applied to the Employee-paid portion of the applicable Contract premiums. The Plan Administrator will not direct the Employer to pay any premium on a Contract to the extent such payment exceeds the balance of a Participant's Premium Conversion Account.

Contributions to the Premium Conversion Account for Code section 79 coverage (group term life insurance) shall be made on an after-tax basis to the extent that the premiums relate to coverage in excess of the limit described in Code section 79(a).

Section 5.05      TERMINATION OF EMPLOYMENT

Upon a Participant's Termination of Employment, the Participant's contributions to the Premium Conversion Account will cease, except with respect to contributions for COBRA continuation coverage under the Employer-sponsored Contract, if applicable. Coverage under the applicable Contract may continue in accordance with the terms of the Contract for the remainder of the period of coverage with respect to which the required Contract premium has been paid.

ARTICLE 6. HEALTH FLEXIBLE SPENDING ACCOUNTSection 6.01      IN GENERAL

To the extent that the Adoption Agreement authorizes Health Flexible Spending Accounts, an Eligible Employee may elect to participate in a General Purpose Health Flexible Spending Account in accordance with this Article 6. The Account established under this Article 6 is intended to qualify as a health flexible spending arrangement under Code sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 6.02      ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the General Purpose Health Flexible Spending Account, except as otherwise specified in the Adoption Agreement. An Employee who is not eligible to participate in an Employer-sponsored group health plan is not eligible to participate in the General Purpose Health Flexible Savings Account. An Eligible Employee who has elected to participate in the HSA Benefit and/or the HSA-Compatible Health FSA Benefit is not eligible to participate in the General Purpose Health FSA Benefit under this Article 6.

Section 6.03      ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the General Purpose Health FSA and elect to have a portion of his or her Compensation contributed to a General Purpose Health FSA in accordance with Article 4. A Health FSA election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03.
- (b) *Contributions.* A Participant's General Purpose Health FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a General Purpose Health FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 6.04      LIMITS

- (a) The amount of an Eligible Employee's contribution to a Health Flexible Spending Account shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 125(i), as adjusted. The Code section 125(i) limit is reduced by the amount of Flex Credits, if any, that a Participant may elect to receive in cash as set forth in the Adoption Agreement or as a taxable benefit.
- (b) Employer contributions to a Participant's Health FSA will not exceed the greater of (a) two times the amount elected in the Participant's Salary Reduction Agreement to be contributed to the Health FSA for the Plan Year, including Flex Credits the Participant elects to contribute to the Health FSA, if applicable or, (b) \$500 plus the amount elected in the Participant's Salary Reduction Agreement and any Flex Credits contributed to the Health FSA. If the Plan provides for Flex Credits but does not allow the cash out of the Flex Credits, the maximum amount of Flex Credits that a Participant can elect contribute to the Health FSA shall be treated as an Employer contribution for purposes of this Section 6.04(b).

Section 6.05      ELIGIBLE EXPENSES

- (a) *Debits from the Health FSA.* A Participant's Health FSA will be debited for expenses described in this Section 6.05. The entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the Health FSA, less any reimbursements already disbursed from the General Purpose Health FSA, shall be available to the Participant at any time during the Plan Year without regard to the balance in the General Purpose Health FSA, provided that the amounts elected in the Salary Reduction Agreement have been contributed to date as provided in the Salary Reduction Agreement.
- (b) *Eligible Expenses.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her General Purpose Health FSA for expenses that are: (i) incurred in the Plan Year (or Grace Period, if applicable), (ii) incurred while he or she is a

Participant in the Plan, and (iii) excludable under Code section 105(b); provided that such expenses are not covered, paid or reimbursed from any other source. For purposes of determining whether an expense is excludable under Code section 105(b), the following applies:

- (1) *Michelle's Law.* "Dependents" shall also include students who have not attained the age of 24 for whom coverage is required under Code section 9813; provided, that treatment as a dependent due to a medically necessary leave of absence under Code section 9813 shall not extend beyond a period of one year.
- (2) *Coverage of Adult Children.* Expenses for a child (as defined in Code section 152(f)(1)) of the Participant may be covered until the child's 26th birthday or, if provided for in the Adoption Agreement, until the end of the calendar year in which the child turns age 26.

#### Section 6.06      REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's General Purpose Health FSA for eligible expenses incurred during the Plan Year. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's General Purpose Health FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a Grace Period beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with Prop. Treas. Reg. section 1.125-1(e), as amended or superseded. No claims incurred during a Grace Period shall be reimbursed from a General Purpose Health FSA if the Plan permits carry over of General Purpose Health FSA balances under Section 6.07(b).
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her General Purpose Health FSA during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant or, (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from General Purpose Health FSA. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. Notwithstanding the foregoing payment schedule, the Plan Administrator may provide that payments/reimbursements from the General Purpose Health FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (d) *Coordination with HRA.* A Participant who is also eligible to participate in an HRA sponsored by the Employer shall not be entitled to payment/reimbursement under the General Purpose Health FSA for expenses that are reimbursable under both the General Purpose Health FSA and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the General Purpose Health FSA if, before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the General Purpose Health FSA have been paid.
- (e) *Automatic Payment.* If the Adoption Agreement so provides, a Participant who elects to receive coverage under a Contract that is offered in conjunction with an Employer-sponsored benefit plan may elect that any eligible expenses that are not covered under the applicable Contract, such as co-payments, co-insurance or deductibles, be automatically paid through his or her General Purpose Health FSA.
- (f) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of eligible General Purpose Health FSA expenses.

#### Section 6.07      FORFEITURES

- (a) *Forfeitures.* Any balance remaining in a Participant's General Purpose Health FSA at the end of any Plan Year subject to the carryover amount limit in subsection (b) below, if applicable (or after the Grace Period described in Section 6.06(a), if applicable), shall be forfeited and shall be used to (1) pay administrative expenses, (2) offset losses to the Health FSA due to reimbursements exceeding contributions for the Plan Year, (3) reduce the required salary reduction amounts for the next Plan Year, (4) reduce the required employer contributions for the next Plan Year, (4) reallocate to participants on a uniform basis, and/or (5) any other use allowed under all applicable laws and regulations. If the General Purpose Health FSA is not subject to ERISA, the forfeited amount can be returned to the Employer.
- (b) *Carryovers.* Notwithstanding subsection (a), and to the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year up to \$500 (as indexed) of any amount remaining unused as of the end of the Plan Year in a Participant's General Purpose Health FSA. The amount remaining unused as of the end of the Plan Year is the balance in the General Purpose Health FSA after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible expenses incurred during the Plan Year to which it is carried over. Any unused amount remaining in the General Purpose Health FSA in excess of \$500 as indexed (or a lower amount specified in the Adoption Agreement) will be forfeited in accordance with subsection (a) above. The Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a Participant to use the rollover in the following Plan Year, provided that any such procedure is non-discriminatory.

**Section 6.08**      **CARRYOVER TO AN HSA-COMPATIBLE HEALTH FSA**

If a Participant who has elected a General Purpose Health FSA for a given Plan Year establishes a Health Savings Account under the Plan or otherwise for the subsequent Plan Year, he or she may elect (or may be deemed by the Plan Administrator to have elected) as of the last day of the Plan Year (the "Conversion Date") to carryover the balance in his or her General Purpose Health FSA to an available HSA-Compatible Health FSA for the subsequent Plan Year if so elected in the Adoption Agreement. An HSA-Compatible Health FSA cannot be converted into a General Purpose Health FSA.

**Section 6.09**      **TERMINATION OF EMPLOYMENT**

Except as provided in the Adoption Agreement, contributions to a Participant's Health FSA shall cease upon Termination of Employment. Any balance remaining in a Participant's Health FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

**Section 6.10**      **QUALIFIED RESERVIST DISTRIBUTIONS**

- (a) If the Adoption Agreement provides for Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his General Purpose Health FSA specified in the Adoption Agreement. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the spouse of the Participant.
- (b) A Participant may submit General Purpose Health FSA claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Plan shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.
- (c) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any superseding guidance.

**Section 6.11**      **SEPARATE PLAN**

Although described within this document, the General Purpose Health FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 105. The General Purpose Health FSA is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

**ARTICLE 7. HSA-COMPATIBLE HEALTH FLEXIBLE SPENDING ACCOUNT**

**Section 7.01**      **IN GENERAL**

To the extent that the Adoption Agreement authorizes Limited Purpose Health Flexible Spending Accounts and/or Post-Deductible Health Flexible Spending Accounts (collectively, "HSA-Compatible Health FSAs"), an Eligible Employee may elect to have a portion of his or her Compensation contributed to an HSA-Compatible Health FSA. The Account established under this Article 7 is intended to qualify as a health flexible spending arrangement under Code sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

**Section 7.02**      **ELIGIBLE EMPLOYEES**

The Employees identified in Article 3 are eligible to participate in the HSA-Compatible Health FSA Benefit except as specified in the Adoption Agreement. An Employee who is not eligible to participate in Employer-sponsored group health plan is not eligible to participate in the HSA-Compatible Health FSA. A Participant who has elected the Health FSA under Article 6 is not eligible to elect an HSA-Compatible Health FSA except as otherwise provided in Section 6.08.

**Section 7.03**      **ENROLLMENT**



- (a) *Enrollment.* An Eligible Employee may enroll in an HSA-Compatible Health FSA in accordance with Article 4. An HSA-Compatible Health FSA election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03.
- (b) *Contributions.* A Participant's HSA-Compatible Health FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an HSA-Compatible Health FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

**Section 7.04      LIMITS**

The amount of contribution to a Participant's HSA-Compatible Health FSA shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 125(i), as adjusted.

**Section 7.05      ELIGIBLE EXPENSES**

- (a) *Debits from the HSA-Compatible Health FSA.* A Participant's HSA-Compatible Health FSA will be debited for expenses described in this Section 7.05. The entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the HSA-Compatible Health FSA, less any reimbursements already disbursed for the Plan, shall be available to the Participant at any time during the Plan Year without regard to the balance in the HSA-Compatible Health FSA, provided that the amounts elected in the Salary Reduction Agreement have been contributed to date as provided in the Salary Reduction Agreement.
- (b) *Eligible Expenses.*
  - (1) *Limited Purpose Health FSA.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Limited Purpose Health FSA for expenses that are: (i) incurred in the Plan Year (except as provided in Section 7.05(c)), (ii) incurred while the Participant participates in the Plan, (iii) excludable under Code section 105(b), (iv) incurred for dental or vision care or for preventive care (as defined under Code section 223(c)(2)(C)), and (v) incurred for telehealth services as defined in Code section 223(c)(2)(E); provided that such expenses that are not covered, paid or reimbursed from any other source.
  - (2) *Post-Deductible Health FSA.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Post-Deductible Health FSA for expenses that are: (i) incurred in the Plan Year (except as provided in Section 7.05(c)), (ii) incurred while the Participant participates in the Plan, (iii) excludable under Code section 105(b), and (iv) incurred after the Participant has satisfied the minimum annual deductible under Code section 223(c)(2)(A)(i), provided that such expenses that are not covered, paid or reimbursed from any other source.
- (c) For purposes of determining whether an expense is excludable under Code section 105(b), the following applies:
  - (1) *Michelle's Law.* Unless otherwise provided in the Adoption Agreement, "Dependents" shall also include students who have not attained the age of 24 for whom coverage is required under Code section 9813; provided, that treatment as a Dependent due to a medically necessary leave of absence under Code section 9813 shall not extend beyond a period of one year.
  - (2) *Coverage of Adult Children.* Expenses for a child (as defined in Code section 152(f)(1)) of the Participant may be covered until the child's 26th birthday or, if provided for in the Adoption Agreement, until the end of the calendar year in which the child turns age 26.

**Section 7.06      REIMBURSEMENT**

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's HSA-Compatible Health FSA for eligible expenses incurred during the Plan Year or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in an HSA-Compatible Health FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a "Grace Period" beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with Prop. Treas. Reg. section 1.125-1(e), as amended or superseded.
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her HSA-Compatible Health FSA during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Substantiation of Claims.* A Participant's claim for reimbursement from a Post-Deductible Health FSA must include information from an independent third party that the deductible for his or her high-deductible health plan has been satisfied. A Participant's claims for reimbursement from a Limited-Purpose Health FSA must include information from an independent third-party that the medical expenses to be reimbursed are for vision care, dental care or preventive care.
- (d) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant, or (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from the HSA-Compatible Health FSA. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. The Plan Administrator

may provide that payments/reimbursements from the HSA-Compatible Health FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.

- (e) *Coordination with HRA.* A Participant who is also eligible to participate in ("an HRA") sponsored by the Employer shall not be entitled to payment/reimbursement under the HSA-Compatible Health FSA for expenses that are reimbursable under both the HSA-Compatible Health FSA and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the HSA-Compatible Health FSA if, before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the HSA-Compatible Health FSA have been paid.
- (f) *Automatic Payment.* If the Adoption Agreement so provides, a Participant who elects to receive coverage under a Contract that is offered in conjunction with an Employer-sponsored benefit plan may elect that any eligible expenses that are not covered under the applicable Contract, such as co-payments, co-insurance or deductibles, be automatically paid through his or her HSA-Compatible Health FSA.
- (g) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of eligible HSA-Compatible Health FSA expenses.

**Section 7.07      FORFEITURES**

- (a) *Forfeitures.* Any balance remaining in a Participant's HSA-Compatible Health FSA at the end of any Plan Year, subject to the carryover amount limit in subsection (b) below, if applicable (or after the Grace Period described in Section 6.06(a), if applicable), shall be forfeited and shall be used to (1) pay administrative expenses, (2) offset losses to the Health FSA due to reimbursements exceeding contributions for the Plan Year, (3) reduce the required salary reduction amounts for the next Plan Year, (4) reduce the required employer contributions for the next Plan Year, (4) reallocate to participants on a uniform basis, and/or (5) any other use allowed under all applicable laws and regulations. If the HSA-Compatible Health FSA is not subject to ERISA, the forfeited amount can be returned to the Employer. Subject to Section 7.06(a) allowing for reimbursement of eligible expenses incurred during the Grace Period and subject to subsection (b) below, unused contributions to an HSA-Compatible Health FSA remaining at the end of a Plan Year may not be cashed-out or converted to any other taxable or nontaxable benefit.
- (b) *Carryovers.* Notwithstanding subsection (a) and to the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year up to \$500 (as indexed) of any amount remaining unused as of the end of the Plan Year in a Participant's HSA-Compatible Health FSA. The amount remaining unused as of the end of the Plan Year is the balance in the HSA-Compatible Health FSA after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible expenses incurred during the entire Plan Year to which it is carried over. Any unused amount remaining in the HSA-Compatible Health FSA in excess of \$500 as indexed (or a lower amount specified in the Adoption Agreement) will be forfeited in accordance with subsection (a) above. The Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a Participant to use the carryover in the following Plan Year, provided that any such procedure is non-discriminatory.

**Section 7.08      TERMINATION OF EMPLOYMENT**

Except as provided in the Adoption Agreement, contributions to a Participant's HSA-Compatible Health FSA shall cease upon Termination of Employment. Any balance remaining in a Participant's HSA-Compatible Health FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

**Section 7.09      QUALIFIED RESERVIST DISTRIBUTIONS**

- (a) If the Adoption Agreement provides for Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his HSA-Compatible Health FSA specified in the Adoption Agreement. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the spouse of the Participant.
- (b) A Participant may submit HSA-Compatible Health FSA claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Plan shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.

- (c) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any superseding guidance.

**Section 7.10**      **SEPARATE PLAN**

Although described within this document, the HSA-Compatible Health FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 105. The Health FSA is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

**ARTICLE 8. DEPENDENT CARE ASSISTANCE PLAN ACCOUNT**

**Section 8.01**      **IN GENERAL**

To the extent that the Adoption Agreement authorizes Dependent Care Assistance Plan Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to a DCAP Account. The Account established under this Article 8 is intended to qualify as a dependent care assistance program under Code section 129 and shall be interpreted in a manner consistent with such Code section.

**Section 8.02**      **ELIGIBLE EMPLOYEES**

The Employees identified in Article 3 are eligible to participate in the Dependent Care Assistance Plan Account, except as specified in the Adoption Agreement.

**Section 8.03**      **ENROLLMENT**

- (a) *Enrollment.* An Eligible Employee may enroll in the DCAP Account in accordance with Article 4.
- (b) *Contributions.* A Participant's DCAP Account will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a DCAP Account for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

**Section 8.04**      **LIMITS**

The amount of all contributions to a Participant's DCAP Account shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 129(a)(2), as adjusted.

**Section 8.05**      **ELIGIBLE EXPENSES**

- (a) *Debits from the DCAP Account.* A Participant's DCAP Account will be debited for expenses described in this Section 8.05. However, the Plan Administrator will not direct the Employer to reimburse such expenses to the extent the reimbursement exceeds the balance of the Participant's DCAP Account, except as otherwise provided in the Adoption Agreement.
- (b) *Eligible Expenses.*
  - (1) Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her DCAP Account for Dependent Care Expenses that are: (i) incurred in the Plan Year, (ii) are incurred while the Participant participates in the Plan, and (iii) qualify as eligible Dependent Care Expenses (as defined in Section 8.05(b)(2) below), provided that such expenses that are not covered, paid or reimbursed from any other source and the Participant does not claim a tax benefit for the such expenses.
  - (2) "Dependent Care Expenses" are expenses incurred for the care of a Qualifying Individual, as defined in Code section 21(b)(1) and generally includes either: (i) a Dependent who is under age 13, or (ii) the Participant's spouse or Dependent who lives with the Participant and is physically or mentally incapable of caring for himself/herself. However, these expenses are Dependent Care Expenses only if they allow the Participant to be gainfully employed. Dependent Care Expenses include expenses for household services and expenses for the care of a Qualifying Individual. Such term shall not include any amount paid for services outside the Participant's household at a camp where the Qualifying Individual stays overnight. Expenses described in this subsection (2) that are incurred for services outside the Participant's household are not taken into account if they are incurred on behalf of the Participant's spouse or Dependent who is physically or mentally incapable of caring for himself/herself unless such individual lives at least eight hours per day in the Participant household. Expenses incurred at a dependent care center are taken into account only if such center complies with all applicable laws and regulations of a state or local government, the center provides care for more than six

individuals, and the center receives a fee, payment, or grant for providing services for any of the individuals.

Section 8.06      REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's DCAP Account for eligible expenses incurred during the Plan Year or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's DCAP Account at the end of a Plan Year may be used to reimburse expenses that are incurred during a Grace Period beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with IRS Notice 2005-42, as amended or superseded. If the Adoption Agreement so provides, an individual who ceases to be a Participant in the Plan (due to Termination or any other reason) may spend down his or her unused DCAP Account expenses, and such individuals may be reimbursed for unused benefits through the end of the Plan Year in which the Termination of Participation occurs (or end of the Grace Period if applicable) to the extent the claims do not exceed the balance of the DCAP Account.
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her DCAP Account during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant, or (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from DCAP Account. The Plan Administrator may provide that payments/reimbursements from the DCAP Account of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (d) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of eligible DCAP Account expenses.

Section 8.07      FORFEITURES

Any balance remaining in a Participant's DCAP Account at the end of any Plan Year (or after the Grace Period described in Section 8.06(a), if applicable) shall be forfeited and shall remain the property of the Employer. Unused contributions to a DCAP Account may not be cashed-out or converted to any other taxable or nontaxable benefit.

Section 8.08      TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's DCAP Account shall cease upon Termination of Employment. Any balance remaining in a Participant's DCAP Account on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 8.09      SEPARATE PLAN

Although described within this document, the DCAP Account is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 129. The DCAP Account is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

**ARTICLE 9. HEALTH SAVINGS ACCOUNT**

Section 9.01      IN GENERAL

To the extent that the Adoption Agreement authorizes Health Savings Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to a Health Savings Account. The Account established under this Article 9 is intended to qualify as a health savings account under Code section 223 and shall be interpreted in a manner consistent with such Code section.

Section 9.02      ELIGIBLE EMPLOYEES

The Employees identified in Article 3 who, as of the first day of the month, are enrolled in a high deductible health plan as defined in Code section 223(c)(2) are eligible to participate in the Health Savings Account for the month, except as specified in the Adoption Agreement. An Eligible Employee who has elected to participate in a General Purpose Health FSA is not eligible to participate in the HSA Benefit under this Article 9. A Participant who has elected the General Purpose Health FSA Benefit that is in effect on the last day of a Plan Year cannot elect the HSA Benefit under this Article 9 for any of the first three calendar months following the close of that Plan Year, unless the balance in the Participant's General Purpose Health FSA is \$0 as of the last day of such Plan Year. An Eligible Employee who is not enrolled in a high deductible health plan as defined in Code section 223(c)(2) is not eligible to elect the HSA Benefit.

**Section 9.03**      **ENROLLMENT**

- (a) *Enrollment.* An Eligible Employee may enroll in the HSA in accordance with Article 4. An HSA election may be modified as determined by the Plan Administrator, but no less frequently than monthly, provided, however, that any modification of an election during the Plan Year shall apply on a prospective basis only. A participant who becomes ineligible to make HSA contributions may prospectively revoke his or her HSA contribution election.
- (b) *Contributions.* A Participant's HSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an HSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

**Section 9.04**      **LIMITS**

The amount of contributions to a Participant's HSA shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 223(b), as adjusted.

**Section 9.05**      **ADMINISTRATION**

The HSA Benefit is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the Employer does not establish or maintain the HSA. The Plan Administrator will maintain records to keep track of HSA contributions by the Employer and by the Participant, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

**Section 9.06**      **TERMINATION OF EMPLOYMENT**

Except as expressly provided herein, all contributions to a Participant's HSA will terminate upon a Termination of Employment. The Participant will continue to be eligible to receive a distribution from his or her HSA in accordance with the terms of the documents governing the HSA.

**ARTICLE 10. ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNT**

**Section 10.01**      **IN GENERAL**

To the extent that the Adoption Agreement authorizes Adoption Assistance Flexible Spending Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to an Adoption Assistance FSA. The Account established under this Article 10 is intended to qualify as an adoption assistance program under Code section 137 and shall be interpreted in a manner consistent with such Code section.

**Section 10.02**      **ELIGIBLE EMPLOYEES**

The Employees identified in Article 3 are eligible to participate in the Adoption Assistance FSA, except as specified in the Adoption Agreement.

**Section 10.03**      **ENROLLMENT**

- (a) *Enrollment.* An Eligible Employee may enroll in the Adoption Assistance FSA in accordance with Article 4.
- (b) *Contributions.* A Participant's Adoption Assistance FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction

Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an Adoption Assistance FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

**Section 10.04**      **LIMITS**

The amount of contributions to a Participant's Adoption Assistance FSA shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 137(b)(1).

**Section 10.05**      **ELIGIBLE EXPENSES**

- (a) *Debits from the Adoption Assistance FSA.* A Participant's Adoption Assistance FSA will be debited for expenses described in this Section 10.05. However, the Plan Administrator will not direct the Employer to reimburse such expenses to the extent the reimbursement exceeds the balance of a Participant's Adoption Assistance FSA, except as otherwise provided in the Adoption Agreement.
- (b) *Eligible Expenses.*
  - (1) Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Adoption Assistance FSA for expenses that: (i) are incurred in the Plan Year, (ii) are incurred while the Participant participates in the Plan, and (iii) qualify as eligible Adoption Expenses, (as defined in Section 10.05(b)(2) below) provided that such expenses are not covered, paid or reimbursed from any other source and the Participant does not claim a tax benefit for the such expenses.
  - (2) "Adoption Expenses" are the reasonable and necessary adoption fees, court costs, attorney fees and other expenses that are (i) directly related to the legal adoption of an Eligible Child by the Participant and (ii) not incurred in violation of state or federal law or in carrying out any surrogate parenting arrangement. For purposes of this paragraph, an "Eligible Child" is a child under age 18 or a child who is physically or mentally incapable of caring for himself/herself. An Eligible Child does not include a child of the Participant's spouse. In the case of an adoption of a child who is not a citizen or resident of the United States, any Adoption Expense with respect to such adoption is not reimbursable until such adoption becomes final.

**Section 10.06**      **REIMBURSEMENT**

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's Adoption Assistance FSA for eligible expenses incurred during the Plan Year or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's Adoption Assistance FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a "Grace Period" beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with Prop. Treas. Reg. section 1.125-1(e), as amended or superseded.
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her Adoption Assistance FSA during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Substantiation of Claims.* A Participant's claim for reimbursement from an Adoption Assistance FSA must include reasonable substantiation that the claim constitutes an Adoption Expense eligible for reimbursement under the Plan.
- (d) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall reimburse the Participant. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. The Plan Administrator may provide that payments/reimbursements from the Adoption Assistance FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.

**Section 10.07**      **FORFEITURES**

Any balance remaining in a Participant's Adoption Assistance FSA at the end of any Plan Year (or after the Grace Period described in Section 10.06(a), if applicable), shall be forfeited and shall remain the property of the Employer.

**Section 10.08**      **TERMINATION OF EMPLOYMENT**

Except as expressly provided herein, any balance remaining in a Participant's Adoption Assistance FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 10.09      SEPARATE PLAN

Although described within this document, the Adoption Assistance FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 137. The Adoption Assistance FSA is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

**ARTICLE 11. OTHER BENEFITS**Section 11.01      FLEX CREDITS

- (a) *In General.* To the extent the Adoption Agreement authorizes Flex Credits, an Employer may make a non-elective contribution to the Plan that may be used at each Participant's election for one or more Benefits under the Plan.
- (b) *401(k) Contributions.* To the extent provided in the Adoption Agreement, an Eligible Employee may elect to contribute all or a portion of his or her Flex Credits to a Qualified Plan in accordance with the terms of the Qualified Plan, the applicable provisions of which are incorporated herein by reference. All claims for benefits that are provided under the Qualified Plan shall be governed by the terms of the Qualified Plan.

Section 11.02      PURCHASE/SALE OF PTO

- (a) *In General.* To the extent that the Adoption Agreement authorizes the purchase and/or sale of PTO, an Eligible Employee may elect to purchase PTO days and/or sell PTO days.
- (b) *Eligible Employees.* The Employees identified in Article 3 are eligible to purchase/sell PTO days, except as specified in the Adoption Agreement.
- (c) *Enrollment.* An Eligible Employee may elect to purchase PTO days at such time as an Eligible Employee may enroll in the Plan in accordance with Article 4 and to the extent the Adoption Agreement provides. A Participant's PTO Account will be credited with amounts withheld from the Participant's Compensation in accordance with the Participant's Salary Reduction Agreement and any amounts contributed by the Employer pursuant to the Adoption Agreement. The Participant may use these amounts to purchase PTO days.
- (d) *Failure to Elect.* An Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a PTO Account for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.
- (e) *Forfeiture.* A Participant must use PTO during the Plan Year in which it was purchased. Any unused elective PTO (determined as of the last day of the Plan Year) shall either be paid in cash or be forfeited as of the end of the Plan Year, pursuant to the Adoption Agreement. The Participant must receive the cash on or before the last day of the Plan Year to which the amounts contributed and used to purchase the unused PTO relate.
- (f) *Ordering of Elective and Non-elective PTO.* Participants are deemed to use PTO in the following order:
  - (1) Non-elective PTO (that is, paid time off with respect to which the employee has no election to buy/sell) is used first; then
  - (2) Elective PTO is used after all non-elective PTO is used.
- (g) *Sale of PTO.* An Eligible Employee may elect to sell PTO days at such time as an Eligible Employee may enroll in the Plan in accordance with Article 4 and to the extent the Adoption Agreement provides. A Participant's PTO Account will be credited with the value of the PTO sold in accordance with the Eligible Employee's election. The Participant may use the amounts in the PTO Account to purchase other Benefits under the Plan or may cash out the amounts in the PTO Account in accordance with Section 11.03.
- (h) *Carryover of Unused PTO.* To the extent provided in the Adoption Agreement, unused elective PTO (determined as of the last day of the Plan Year) may be carried over to a subsequent Plan Year at the Participant's election, subject to the Employer's PTO policies.

Section 11.03      CASH OUT

- (a) *In General.* To the extent provided in the Adoption Agreement, a Participant may elect to receive a cash distribution of Flex Credits and PTO from the Plan.
- (b) *Eligible Employees.* The Employees identified in Article 3 are eligible to receive a cash distribution from the Plan under this Section 11.03.

**ARTICLE 12. SIMPLE CAFETERIA PLAN**

Section 12.01      IN GENERAL

If the Adoption Agreement indicates this Plan is intended to be a simple cafeteria plan and the requirements of Code section 125(j) are met for any year, the nondiscrimination requirements of Code sections 125(b), 79(d), 105(h) and 129(d)(2), (3), (4), and (8) shall be treated as met during such year.

Section 12.02      ELIGIBLE EMPLOYERS

- (a) The Plan shall not be a simple cafeteria plan if the Employer employed more than 100 Employees on business days during either of the two years preceding the date of the election. If the Employer was not in existence throughout the preceding year, the number of Employees shall be based on the average number of Employees that it is reasonably expect to employ on business days in the current year.
- (b) If an Employer maintains the Plan as a simple cafeteria plan for its Employees then, if the Employer fails to meet the requirements of subparagraph (a) for any subsequent year, the Plan will continue to be a simple cafeteria plan for such subsequent year with respect to its Employees, unless and until the Employer employs an average of 200 or more Employees on business days during any year preceding any such subsequent year.

Section 12.03      EMPLOYER CONTRIBUTIONS

- (a) *Required Employer Contributions.* The Employer shall make a contribution to provide Qualified Benefits under the Plan on behalf of each Eligible Employee who is not a Highly Compensated Employee or Key Employee (without regard to whether the Eligible Employee makes any salary reduction contribution) in an amount equal to:
  - (1) a uniform percentage (not less than two percent) of the Employee's Compensation for the Plan Year, or
  - (2) an amount which is not less than the lesser of:
    - (A) six percent of the Employee's Compensation for the Plan Year, or
    - (B) twice the amount of the salary reduction contributions of each Eligible Employee who is not a Highly Compensated Employee or Key Employee.
- (b) *Additional Employer Contributions.* An Employer may elect to make additional contributions to the Plan, subject to the terms set forth herein; provided, however, that the rate of contributions with respect to any Participant contribution by a Highly Compensated Employee or Key Employee at any rate of contribution is not greater than the rate of contributions with respect to an employee who is not a Highly Compensated Employee or Key Employee.

Section 12.04      ELIGIBLE EMPLOYEES

To the extent that the Plan is intended to qualify as a simple cafeteria plan under Code section 125, all Employees who had at least 1,000 hours of service for the immediately preceding Plan Year are eligible to participate in the Plan, and each Employee eligible to participate in the Plan may, subject to terms and conditions applicable to all Participants, elect any Benefit available under the Plan.

**ARTICLE 13. NONDISCRIMINATION**Section 13.01      NONDISCRIMINATION REQUIREMENTS

Unless the Adoption Agreement indicates this Plan is intended to be a simple cafeteria plan and the requirements of Code section 125(j) are met for any year, the following nondiscrimination requirements shall apply:

- (a) *Cafeteria Plan.* The Plan may not discriminate in favor of Highly Compensated Individuals as to benefits provided or eligibility to participate.
- (b) *Group Term Life.* The Plan may not discriminate in favor of Key Employees as to benefits provided or eligibility to participate with respect to any group term life insurance offered pursuant to Section 4.01.
- (c) *Health Flexible Spending Account.* The Plan may not discriminate in favor of Highly Compensated Individuals as to benefits provided or eligibility to participate with respect to the Health FSA.
- (d) *Dependent Care Assistance Plan Accounts.* The Plan may not discriminate in favor of Highly Compensated Employees as to benefits provided or eligibility to participate with respect to DCAP Accounts.
- (e) *Adoption Assistance FSAs.* The Plan may not discriminate in favor of Highly Compensated Employees as to benefits provided or eligibility to participate with respect to Adoption Assistance FSAs.

Section 13.02      ADJUSTMENTS



If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify any election in order to assure compliance with such requirements or limitations. Any act taken by the Plan Administrator under this Section 13.02 shall be carried out in a uniform and non-discriminatory manner.

## **ARTICLE 14. PLAN ADMINISTRATION**

### **Section 14.01 PLAN ADMINISTRATOR**

- (a) *Designation.* The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor. The Committee shall elect a chair and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents on its behalf. The Plan Administrator shall also be the Plan "administrator" as such term is defined in section 3(16) of ERISA and the "named fiduciary" of the Plan (only to the extent that the Plan is subject to ERISA).
- (b) *Authority and Responsibility of the Plan Administrator.* The Plan Administration shall have total and complete discretionary power and authority:
  - (1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;
  - (2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits under the Plan;
  - (3) to determine the amount and manner of any allocations hereunder;
  - (4) to maintain and preserve records relating to the Plan;
  - (5) to prepare and furnish all information and notices required under applicable law or the provisions of this Plan;
  - (6) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;
  - (7) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;
  - (8) to determine all questions of the eligibility and of the status of rights of Participants;
  - (9) to adjust Accounts in order to correct errors or omissions;
  - (10) to determine the validity of any judicial order;
  - (11) to retain records on elections and waivers by Participants;
  - (12) to supply such information to any person as may be required; and
  - (13) to perform such other functions and duties as are set forth in the Plan that are not specifically given to any other fiduciary or other person.
- (c) *Procedures.* The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.
- (d) *Allocation of Duties and Responsibilities.* The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.
- (e) *Compensation.* The Plan Administrator shall serve without compensation for its services.
- (f) *Expenses.* All direct expenses of the Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Plan Sponsor.

### **Section 14.02 INDEMNIFICATION**

Unless otherwise provided in the Adoption Agreement, the Plan Sponsor shall indemnify and hold harmless any person serving as the Plan Administrator (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan or ERISA to the extent that the Plan is subject to ERISA.

**ARTICLE 15. AMENDMENT AND TERMINATION****Section 15.01**      **AMENDMENT**

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor or its delegate.

**Section 15.02**      **TERMINATION**

- (a) It is the intention of the Plan Sponsor that this Plan will continue indefinitely; however, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.
- (b) A participating Employer may terminate its participation in this Plan upon (i) written notice to the Plan Sponsor of its intent to terminate participation in the Plan, (ii) the closing of a merger in which the participating Employer is not the surviving entity and the surviving entity is not an affiliate of the Plan Sponsor, or (iii) the sale of all or substantially all of the participating Employer's assets to an entity that is not an affiliate of the Plan Sponsor.

**ARTICLE 16. CLAIMS PROCEDURES****Section 16.01**      **CONTRACT BENEFIT AND HSA CLAIMS**

- (a) *Benefits Provided by Contracts.* Claims and reimbursement for benefits provided under any Contract shall be administered in accordance with the claims procedures for the applicable Contract, as set forth in the Contract's plan documents, summary plan description, and/or similar documentation.
- (b) *HSA Claims.* Claims relating to the HSA shall be administered by the HSA trustee/custodian in accordance with the HSA trust or custodial document between the Participant and such trustee/custodian.

**Section 16.02**      **CLAIMS PROCEDURES FOR PLAN ACCOUNTS (OTHER THAN CONTRACT BENEFITS AND HSA)**

- (a) *Claims.* A request for benefits is a "claim" subject to this Section only if it is filed by the Participant or the Participant's authorized representative in accordance with the Plan's claim filing guidelines. In general, claims must be filed in writing. Any claim that does not relate to a specific benefit under the Plan (for example, a general eligibility claim or a dispute involving a mid-year election change) must be filed with the Plan Administrator. A request for prior approval of a benefit or service where prior approval is not required under the Plan is not a "claim" under these rules. Similarly, a casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a "claim" under these rules, unless it is determined that the inquiry is an attempt to file a claim. If a claim is received, but there is not enough information to process the claim, the Participant will be given an opportunity to provide the missing information. Participants may designate an authorized representative if written notice of such designation is provided.
- (b) *Documentation.* A Participant or any other person requesting benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim. All claims and notices shall be made in written form unless the Plan Administrator provides procedures for such claims and notices to be made in electronic and/or telephonic format to the extent that such alternative format is permitted under applicable law.
- (c) *Health Flexible Spending Account Claims.* This Section 16.02(c) shall apply for any claim for benefits under the Health Flexible Spending Account.
  - (1) *Timing of Notice of Denied Claim.* The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.
  - (2) *Content of Notice of Denied Claim.* If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (A) the reason or reasons for such denial, (B) the pertinent Plan provisions on which the denial is based, (C) any

material or information needed to grant the claim and an explanation of why the additional information is necessary, (D) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA after following the Plan's claims procedures, and (E): (1) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or (2) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

- (3) *Appeal of Denied Claim.* If a Claimant wishes to appeal the denial of a claim, he shall file an appeal with the Plan Administrator on or before the 180th day after he receives the Plan Administrator's notice that the claim has been wholly or partially denied. The Claimant shall lose the right to appeal if the appeal is not timely made. The appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. An appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator shall:

- (A) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
- (B) Provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- (C) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
- (D) Provide that the health care professional engaged for purposes of a consultation under Subsection (B) shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within 60 days after receipt by the Plan of the Claimant's request for review of an adverse benefit determination.

- (4) *Denial of Appeal.* If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (A) the reason or reasons for such denial, (B) the pertinent Plan provisions on which the denial is based, (C) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (D) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA after following the Plan's claims procedures. The determination rendered by the Plan Administrator shall be binding upon all parties.
- (5) *Exhaustion of Remedies; Limitations Period for Filing Suit.* Before a suit can be filed in federal court, claims must exhaust internal remedies. Unless otherwise provided under the Plan or required pursuant to applicable law, a suit for benefits under the Health Flexible Spending Account must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

- (d) *Other Plan Account Claims.* This Section 16.02(d) shall apply for any claim for benefits under Accounts other than the Health Flexible Spending Account.

- (1) *Timing of Notice of Denied Claim.* The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, ordinarily within 90 days after receipt of the claim, unless the Plan Administrator determines additional time is required to make a determination.
- (2) *Content of Notice of Denied Claim.* If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying the reason or reasons for such denial and an explanation of the steps that the Claimant must take if he wishes to appeal the denial.
- (3) *Appeal of Denied Claim.* If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan Administrator on or before the 60th day after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Claimant shall lose the right to appeal if the appeal is not timely made. The Plan Administrator shall rule on an appeal within a reasonable period of time, ordinarily within 60 days of receipt of the appeal, unless the Plan Administrator determines additional time is required to make a determination.

- (4) *Denial of Appeal.* If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying the reason or reasons for such denial. The determination rendered by the Plan Administrator shall be binding upon all parties.
- (5) *Exhaustion of Remedies; Limitations Period for Filing Suit.* Unless otherwise prohibited under the Plan or pursuant to applicable law, before a suit can be filed in court, Claimants must exhaust the Plan's claim procedures. Unless otherwise provided under the Plan or required pursuant to applicable law, a suit for benefits under the Plan must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

Section 16.03      REFUNDS/INDEMNIFICATION

If the Plan Administrator determines that any Claimant has directly or indirectly received excess payments/reimbursements or has received payments/reimbursements that are taxable to the Claimant, the Plan Administrator shall notify the Claimant and the Claimant shall repay such excess amount (or at the option of the Plan Administrator, the Claimant shall repay the amount that should have been withheld or paid as payroll or withholding taxes) as soon as possible, but in no event later than 30 days after the date of notification. A Claimant shall indemnify and reimburse the Employer for any liability the Employer may incur for making such payments, including but not limited to failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If the Claimant fails to timely repay an excess amount and/or make sufficient indemnification, the Plan Administrator may: (a) to the extent permitted by applicable law, offset the Claimant's salary or wages, and/or (b) offset other benefits payable hereunder.

**ARTICLE 17. MISCELLANEOUS**

Section 17.01      NONALIENATION OF BENEFITS

No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he or she may expect to receive, contingently or otherwise, under the Plan.

Section 17.02      NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 17.03      NO FUNDING REQUIRED

Except as otherwise required by law:

- (a) Any amount contributed by a Participant and/or the Employer to provide benefits hereunder shall remain part of the general assets of the Employer and all payments of benefits under the Plan shall be made solely out of the general assets of the Employer.
- (b) The Employer shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Employer may in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this Plan.
- (c) No person shall have any rights to, or interest in, any Benefit or account other than as expressly authorized in the Plan.

Section 17.04      MEDICAL CHILD SUPPORT ORDERS

In the event the Plan Administrator receives a medical child support order (within the meaning of ERISA section 609(a)(2)(B)), the Plan Administrator shall notify the affected Participant and any alternate recipient identified in the order of the receipt of the order and the Plan's procedures for determining whether such an order is a qualified medical child support order (within the meaning of ERISA section 609(a)(2)(A)). Within a reasonable period the Plan Administrator shall determine whether the order is a qualified medical child support order and shall notify the Participant and alternate recipient of such determination.

To the extent the Plan is not subject to ERISA, any applicable law related to qualified medical child support orders or National Medical Support Notices shall apply and the Plan Administrator shall follow any required procedures under such law.

Section 17.05      GOVERNING LAW

- (a) The Plan shall be construed in accordance with and governed by the laws of the state or commonwealth identified in the Adoption Agreement, to the extent not preempted by Federal law.
- (b) The Plan hereby incorporates by reference any provisions required by state law to the extent not preempted by Federal law.

Section 17.06      TAX EFFECT

The Employer does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan.

Section 17.07      SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 17.08      HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 17.09      GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

Section 17.10      TRANSFERS

Except as explicitly set forth herein, amounts may not be transferred between Accounts.

Section 17.11      COBRA

If the Plan or Benefit is subject to COBRA (Code section 4980B and other applicable state law) or the Plan Administrator determines that the Plan or Benefit is subject to COBRA, a Participant shall be entitled to continuation coverage as prescribed in Code section 4980B (and the regulations thereunder) or such applicable state statutes.

Section 17.12      CONFLICTS

In the event of a conflict between the terms of this Plan and the terms of a Contract, the terms of the Contract (or the benefit plan under which it is established) shall control in defining the terms and conditions of coverage including, but not limited to, the persons eligible for coverage, the dates of their eligibility, the conditions that must be satisfied to become covered, if any, the benefits Participants are entitled to receive and the circumstances under which coverage terminates.

Section 17.13      DEATH

If a Participant dies, his beneficiaries or his estate may submit claims for expenses or benefits for the portion of the Plan Year preceding the date of the Participant's death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Plan Administrator may pay any amount due hereunder to the Participant's spouse, one or more of his or her Dependents or a representative of the Participant's estate. Such payment shall fully discharge the Plan Administrator and the Employer from further liability on account thereof.

**ARTICLE 18. HIPAA PRIVACY AND SECURITY COMPLIANCE**

This Article 18 shall only apply in the event that the Health FSA(s) under the Plan constitutes a group health plan as defined in section 2791(a)(2) of the Public Health Service Act or if the Plan Administrator determines that the Plan is subject to the HIPAA privacy and security rules. The Plan will comply with HIPAA as set forth below.

Section 18.01      DEFINITIONS

For purposes of this Article 18, the following terms have the following meanings:

- (a) Business Associate means any outside vendor who performs a function or activity on behalf the Plan which involves the creation, use or disclosure of PHI, and includes any subcontractor to whom a Business Associate delegates its obligations.
- (b) Group Health Benefits means the medical benefits, dental benefits, vision benefits and, if applicable, employee assistance program benefits offered under the Plan.
- (c) Individual means the Participant or the Participant's covered dependents enrolled in any of the Group Health Benefits under the Plan.
- (d) Notice of Privacy Practices means a notice explaining the uses and disclosures of PHI that may be made by the Plan, the covered Individuals' rights under the Plan with respect to PHI, and the Plan's legal duties with respect to PHI.
- (e) Plan Administration Functions means the administration functions performed by the Plan Sponsor on behalf of the Plan. Plan Administration Functions do not include functions performed by the Plan Sponsor in connection with any other benefit plan of the Plan Sponsor.
- (f) Protected Health Information ("PHI") means information about an Individual, including genetic information, (whether oral or recorded in any form or medium) that:
  - (1) is created or received by the Plan or the Plan Sponsor;
  - (2) relates to the past, present or future physical or mental health or condition of the Individual, the provision of health care to the Individual, or the past, present or future payment for the provision of health care to the Individual; and
  - (3) identifies the Individual or with respect to which there is a reasonable basis to believe the information may be used to identify the Individual.
 PHI includes Protected Health Information that is transmitted by or maintained in electronic media.
- (g) Summary Health Information means information summarizing the claims history, claims expenses, or types of claims experienced by an Individual, and from which the following information has been removed:
  - (1) names;
  - (2) any geographic information which is more specific than a five digit zip code;
  - (3) all elements of dates relating to a covered Individual (e.g., birth date) or any medical treatment (e.g., admission date) except the year; all ages for a covered Individual if the Individual is over age 89 and all elements of dates, including the year, indicative of such age (except that ages and elements may be aggregated into a single category of age 90 and older);
  - (4) other identifying numbers, such as, Social Security, telephone, fax, or medical record numbers, e-mail addresses, VIN, or serial numbers;
  - (5) facial photographs or biometric identifiers (e.g., finger prints); and
  - (6) any other unique identifying number, characteristic, or code.

Section 18.02      HIPAA PRIVACY COMPLIANCE The Plan's HIPAA privacy compliance rules ("Privacy Rule") are as follows:

- (a) Permitted Use or Disclosure of PHI by Plan Sponsor. Any disclosure to and use by the Plan Sponsor of any PHI will be subject to and consistent with this Section.
  - (1) The Plan and health insurance issuer, HMO, or Business Associate servicing the Plan may disclose PHI to the Plan Sponsor to permit the Plan Sponsor to carry out Plan Administration Functions, including but not limited to the following purposes:
    - (A) to provide and conduct Plan Administrative Functions related to payment and health care operations for and on behalf of the Plan;
    - (B) for auditing claims payments made by the Plan;
    - (C) to request proposals for services to be provided to or on behalf of the Plan; and
    - (D) to investigate fraud or other unlawful acts related to the Plan and committed or reasonably suspected of having been committed by a Plan participant.
  - (2) The uses described above in (1) are permissible only if the Notice of Privacy Practices distributed to covered Individuals in accordance with the Privacy Rule states that PHI may be disclosed to the Plan Sponsor.
  - (3) The Plan or a health insurance issuer or HMO may disclose to the Plan Sponsor information regarding whether an Individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.
- (b) Restrictions on Plan Sponsor's Use and Disclosure of PHI.
  - (1) The Plan Sponsor will not use or further disclose PHI, except as permitted or required by the Plan or as required by law.
  - (2) The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides PHI agrees to the restrictions and

conditions of this Section.

- (3) The Plan Sponsor will not, and will not permit a health insurance issuer or HMO to, use or disclose PHI for employment-related actions or decisions, or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
  - (4) The Plan Sponsor will report to the Plan any use or disclosure of PHI that is inconsistent with the uses and disclosures allowed under this Section promptly upon learning of such inconsistent use or disclosure.
  - (5) The Plan Sponsor will make a covered Individual's PHI available to the covered Individual in accordance with the Privacy Rule.
  - (6) The Plan Sponsor will make PHI available for amendment and will, upon notice, amend PHI in accordance with the Privacy Rule.
  - (7) The Plan Sponsor will track certain PHI disclosures it makes so that it can make available the information required for the Plan to provide an accounting of disclosures in accordance with the Privacy Rule.
  - (8) The Plan Sponsor will make its internal practices, books, and records, relating to its use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services to determine the Plan's compliance with the Privacy Rule.
  - (9) The Plan Sponsor will, if feasible, return or destroy all PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control) received from the Plan, including all copies of and any data or compilations derived from and allowing identification of any Individual who is the subject of the PHI, when that PHI is no longer needed for the Plan Administration Functions for which the disclosure was made. If it is not feasible to return or destroy all such PHI, the Plan Sponsor will limit the use or disclosure of any PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.
  - (10) When using or disclosing PHI or when requesting PHI from another party, the Plan sponsor must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure, and limit any request for PHI to the minimum necessary to satisfy the purpose of the request.
  - (11) The Plan Sponsor will not use any genetic information for any underwriting purposes.
- (c) Adequate Separation between the Plan Sponsor and the Plan.
- (1) Only those employees of the Plan Sponsor, as outlined in the Plan's HIPAA Policies and Procedures, may be given access to PHI received from the Plan or a health insurance issuer, HMO or Business Associate servicing the Plan.
  - (2) The members of the classes of employees identified in the Plan's HIPAA Policies and Procedures will have access to PHI only to perform the Plan Administration Functions that the Plan Sponsor provides for the Plan.
  - (3) The Plan Sponsor will promptly report to the Plan any use or disclosure of PHI in breach, violation of, or noncompliance with, the provisions of this Section of the Plan, as required under this Section, and will cooperate with the Plan to correct the breach, violation or noncompliance, will impose appropriate disciplinary action or sanctions, including termination of employment, on each employee who is responsible for the breach, violation or noncompliance, and will mitigate any deleterious effect of the breach, violation or noncompliance on any Individual covered under the Plan, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance. Regardless of whether a person is disciplined or terminated pursuant to this section, the Plan reserves the right to direct that the Plan Sponsor, and upon receipt of such direction the Plan Sponsor shall, modify or revoke any person's access to or use of PHI.
- (d) Purpose of Disclosure of Summary Health Information to Plan Sponsor.
- (1) The Plan and any health insurance issuer or HMO may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the Summary Health Information for the purpose of obtaining premium bids from health plans for providing health insurance coverage under the Plan.
  - (2) The Plan and any health insurance issuer or HMO may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.
- (e) Plan Sponsor Certification. The Plan Sponsor will provide the Plan with a certification stating that the Plan has been amended to incorporate the terms of this Article and that the Plan Sponsor agrees to abide by these terms. The Plan Sponsor will also provide the certification upon request to its health insurance issuers, HMOs and Business Associates of the Plan.

#### Section 18.03      HIPAA SECURITY COMPLIANCE

To ensure the Plan's compliance with HIPAA's privacy compliance rules ("Security Rule"), the Plan Sponsor will:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- (b) Ensure that the adequate separation required by the HIPAA Security Rule is supported by reasonable and appropriate security measures;
- (c) Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
- (d) Report to the Plan any security incident of which it becomes aware.

**WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN**

**SUMMARY PLAN DESCRIPTION**

01/01/2021



# WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

## SUMMARY PLAN DESCRIPTION

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## **INTRODUCTION**

Williamson County (the "County") established the Williamson County Flexible Benefits Plan (the "Plan") effective 11/01/2012. This summary describes the Plan as amended and restated effective 01/01/2021. The Plan is a cafeteria plan that provides an eligible employee with the opportunity to choose among benefits offered under the Plan.

This summary supersedes all previous summaries of the Plan. Although the purpose of this document is to summarize the more significant provisions of the Plan, it is only a summary - the terms of the Plan document ultimately govern the operation and administration of the Plan. The County and any employer who has adopted the Plan is referred to in this document as the "County".

## **ELIGIBILITY**

You are an "Eligible Employee" if you are an employee of the County or any affiliate who has adopted the Plan on the first day of the calendar month coincident with or next following the date you have completed at least 60 days of service.

However, you are not an "Eligible Employee" if you are any of the following:

- A self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation.
- A part-time employee who is expected to work fewer than 30 hours per week.

If you are eligible to participate in the County-sponsored group health plan, then you are eligible to participate in the Health Flexible Spending Account, even if you do not elect to participate in the County-sponsored group health plan.

If you elect to participate in the General Health FSA then you are not eligible to contribute to an HSA-Compatible Health FSA, unless you elect to convert your General Health FSA. You must be enrolled in a high deductible health plan to be eligible to contribute to the Health Savings Account for the month. If you elect to participate in a General Health FSA for the Plan Year you are not eligible to participate in the HSA Benefit.

## **ELECTION PROCEDURES**

You may elect to participate in the Benefits under the Plan within 30 days after your eligibility date (or a shorter period if established by the Plan Administrator).

If you do not enroll in the Plan upon your initial eligibility, you may enroll during the enrollment period established by the Plan Administrator. Your election will be effective as of the first day of the Plan Year following the enrollment period.

You may also enroll in the Plan upon a change in status event as described below.

To enroll in the Plan, you may need to submit a completed election form to the Plan Administrator on or before

the date specified by the Plan Administrator. If, as of the start of a Plan Year, you have not submitted a completed election form by its due date, you will be deemed to have elected not to participate in the Plan for that Plan Year.

An election to participate in the Plan is generally irrevocable for the Plan Year except for the HSA Benefit, described below. You may not change your election during a Plan Year unless you experience a change in status. Your change in election must be on account of and correspond with a change in status that affects your eligibility for coverage under the Plan.

Depending on the Benefit, a "change in status" includes:

- Change in your marital status.
- Change in the number of your dependents.
- Change in your employment status or the employment status of your spouse or dependents.
- Your dependent satisfies or ceases to satisfy eligibility requirements.
- Change in your place of residence.
- Commencement or termination of an adoption proceeding.
- Court judgment, decree, or order.
- Entitlement to Medicare or Medicaid by you, your spouse, or your dependent.
- Significant cost or other coverage changes.
- You change coverage under another cafeteria plan.
- You take leave under the FMLA.
- You lose coverage under the group health plan due to a reduction in hours.
- You are eligible to enroll in a qualified health plan through the Marketplace.

## **BENEFITS**

Contributions pertaining to a Benefit will be credited to the applicable account. Your contributions to the Plan are not subject to federal income tax or social security taxes. Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

If you are a highly paid employee or an owner of your County, federal law may impose limits on your behalf to participate in the Plan and/or the benefits you may receive from the Plan. If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify your election in order to assure compliance with such requirements or limitations.

### **Premium Conversion Account**

The Plan will automatically establish a Premium Conversion Account in your name when you become an Employee for the payment of premiums under the County-sponsored benefits/contracts listed below unless you affirmatively elect to not establish or contribute to such account. Your Premium Conversion Account will be credited with amounts withheld from your compensation. The amount of the contribution to your Premium Conversion Account is equal to the amount of your portion of the premium due for the following benefits/contracts:

- County Health
- County Dental
- County Vision

In addition, your election for your premiums will be automatically adjusted for any change in the cost of contracts sponsored by the County as permitted by applicable law.

If you affirmatively elect not to participate in the Premium Conversion Account for a Plan Year, you will not be enrolled unless and until you elect to participate in the Premium Conversion Account as described in the "Election Procedures" above. Contributions to the Premium Conversion Account are not subject to federal income tax or social security taxes.

In the event of a conflict between the terms of this Plan and the terms of the applicable contract, the terms of the contract (or the benefit plan under which it is established) will control.

### **Health Flexible Spending Account (Health FSA)**

The following Health Flexible Spending Account is available under the Plan:

- General Purpose Health FSA

General Purpose Health FSAs may only be used to reimburse for qualifying medical expenses during the Plan Year.

If you are eligible, you may elect to contribute to a Health FSA in accordance with the "Election Procedures" described above.

#### Health FSA Eligibility

Please be aware that there are some limitations on your eligibility to participate in Health FSAs. If you are an Eligible Employee, you are eligible to contribute to a Health FSA. However, if you are not eligible to participate in the County-sponsored group health plan, then you are not eligible to participate in a Health FSA. Additionally, if you elect to participate in the Health Savings Account you are not eligible to participate in the General Purpose Health FSA Benefit.

#### Health FSA Contributions

Your Health FSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your General Purpose Health FSA and/or HSA-Compatible Health FSA is the maximum amount permitted under the tax code (\$2,750 for 2021). The County will not make additional contributions to your General Purpose Health FSA on your behalf.

#### Health FSA Eligible Expenses/Reimbursement

You will be entitled to receive reimbursement from your General Purpose Health FSA for eligible expenses incurred by you, your spouse and dependents, if any. A dependent is generally someone you may claim as a dependent on your federal tax return and also includes a child until their 26th birthday. The entire annual amount you elect to contribute for the Plan Year to your Health FSA, less any reimbursements already distributed from your Health FSA, will be available for reimbursement throughout the Plan Year.

You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your Health FSA. Eligible expenses generally include all medical expenses that you may deduct on your federal income tax return. Health insurance premiums are not an eligible expense for the Health FSA.

You will not be reimbursed for any expenses that were (1) incurred before you are eligible to participate in the Health FSA; (2) incurred after you have become ineligible to participate in the Health FSA and are attributable to a tax deduction you took in a prior taxable year; or (3) covered, paid, or reimbursed from another source. Your claim for reimbursement must include substantiation that the Plan Administrator or Claims Administrator considers sufficient for determining that the claim constitutes an expense eligible for reimbursement under the Plan.

If you are a participant in any County-sponsored benefit plan, eligible expenses that are not covered under the benefit plan, such as co-payments, co-insurance or deductibles, will be automatically paid through your General Purpose Health FSA.

You must submit claims for reimbursement from your General Purpose Health FSA no later than 90 days after the end of the Plan Year. Any amounts remaining in your Health FSA after all timely claims have been paid will be forfeited.

#### Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your FSA will end as of your date of termination. You may submit claims for reimbursement from your FSA for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your Health FSA no later than 90 days after the date your employment terminates. Any balance remaining in your Health FSA will be forfeited after claims submitted prior to this date have been processed.

### **Dependent Care Assistance Plan Account (DCAP)**

A Dependent Care Assistance Plan Account may be used to reimburse expenses incurred for the care of a qualifying dependent. If you are eligible, you may elect to contribute to a DCAP Account in accordance with the "Election Procedures" described above.

#### DCAP Contributions

Your DCAP Account will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount that you may contribute each year to your DCAP Account is the maximum amount permitted under the tax code (\$5,000 for 2021, \$2,500 if you are married and filing separately.)

The County will not make additional contributions to your DCAP Account on your behalf.

#### DCAP Eligible Expenses/Reimbursement

The amount available for reimbursement is the balance in your DCAP Account at the time the reimbursement request is received by the Plan Administrator or Claims Administrator. You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your DCAP Account. Eligible

expenses generally include those that you incur in order to be gainfully employed and for the care of (i) your dependent who is under age 13, or (ii) your spouse or dependent who lives with you and who is physically or mentally incapable of caring for themselves. Expenses incurred for overnight camp are not eligible for reimbursement. A dependent is generally someone who you may claim as a dependent on your federal tax return.

You must submit claims for reimbursement from your DCAP Account no later than 90 days following the Plan Year. Any amounts remaining in your DCAP Account at the end of the Plan Year after all timely claims have been paid will be forfeited.

### Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your DCAP Account will end as of your date of termination. You may submit claims for reimbursement from your DCAP Account for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your DCAP Account no later than 90 days after the date your employment terminates. Any balance remaining in your DCAP Account will be forfeited after claims submitted prior to this date have been processed.

## **Health Savings Account (HSA)**

A Health Savings Account may be used to reimburse qualifying medical expenses. If you are eligible, you may elect to contribute to an HSA in accordance with the "Election Procedures" described above.

### HSA Eligibility

If, as of the first day of the month, you are enrolled in a high deductible health plan, you are eligible to participate in the Health Savings Account for the month. Your participation in a General Purpose Health FSA under another plan may also affect your ability to contribute to an HSA. If you are not enrolled in a high deductible health plan or are covered under a non-high deductible health plan you are not eligible to contribute to an HSA.

### HSA Contributions

Your HSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your HSA is the maximum amount permitted under the tax code (\$3,600 for 2021, if you are enrolled in self-only coverage and \$7,200 for 2021 if you are enrolled in family coverage).

The County will not make additional matching contributions to your HSA on your behalf.

### HSA Eligible Expenses/Reimbursement

Your HSA Benefit is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained outside the Plan. Consequently, the County does not establish or maintain the HSA. The Plan Administrator will maintain records to keep track of your HSA contributions, but it will not create a separate fund or otherwise segregate assets for this purpose. The County has no authority or control over the funds deposited in your HSA.

## Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your HSA will end as of your date of termination. You will continue to be eligible to receive distributions from your HSA in accordance with the terms of the documents governing your HSA.

## **CLAIMS PROCEDURES**

You must submit your claim for benefits in accordance with the Plan Administrator's guidelines. Claims may also be submitted to the Plan Administrator at:

Address: 100 Wilco Way, Suite HR-#101, Georgetown, TX 78626  
Phone number: 512-943-1604

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

To the extent that the Plan Administrator approves a claim, the County may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

### Claims for Plan Benefits (except for Health FSAs)

You must file a claim for benefits under this Plan in accordance with the Plan Administrator's guidelines. If your claim does not include enough information to process the claim, you will be given an opportunity to provide the missing information. You may designate an authorized representative by providing written notice of the designation to the Plan Administrator.

You may apply for benefits under the Plan by completing and filing a claim with the Plan Administrator. Your claim must include all information and evidence that the Plan Administrator deems necessary to evaluate the merit of your claim and to make any necessary determinations on your claim. The Plan Administrator may request any additional information from you as necessary to evaluate the claim.

### Claims for Health FSA Benefits

If you file a claim for benefits from your Health FSA and that claim is denied, the Plan Administrator will notify you within a reasonable period of time, but no later than 30 days after the Plan Administrator received the claim. The Plan Administrator may notify you, prior to the expiration of this 30-day period, of the need to extend the period by up to 15 days due to matters beyond its control. In such case the Plan Administrator will notify you of the circumstances requiring the extension of time and the date by which the Plan Administrator will notify you of its decision. If the extension is necessary because you did not submit information necessary to



decide the claim, the notice of extension will describe the required information, and you will have at least 45 days from the day you receive the notice to provide the specified information.

If your claim is denied, the Plan Administrator will provide you with a notice identifying (A) the reason or reasons for the denial, (B) the Plan provisions on which the denial is based, (C) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (D) an explanation of the steps that you must take if you wish to appeal the denial. The notice will also include (1) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the denial and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request; or (2) if the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

*Appeal of Denied Claim.* If you wish to appeal the denial of a claim, you must file an appeal with the Plan Administrator on or before the 180th day after you receive the Plan Administrator's notice that the claim has been denied. You will lose the right to appeal if the appeal is not made within this 180-day period. The appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. You will be provided, upon request and free of charge, documents and other information relevant to your claim. Your appeal may also include any comments, statements or documents that you desire to provide. The Plan Administrator will consider the merits of your presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator will:

- (A) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the denial that is the subject of the appeal, nor the subordinate of such individual;
- (B) Provide that, in deciding an appeal of any denial that is based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- (C) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim denial, without regard to whether the advice was relied upon in making the denial; and
- (D) Provide that the health care professional engaged for purposes of a consultation under (B) above will be an individual who is neither an individual who was consulted in connection with the denial that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator will notify you of the Plan's benefit determination on review within 60 days after receipt by the Plan of your request for review of the denial.

*Denial of Appeal.* If your appeal is denied, the Plan Administrator will provide you with a notice identifying (A) the reason or reasons for such denial, (B) the Plan provisions on which the denial is based, (C) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim after following the Plan's claims procedures. The

determination rendered by the Plan Administrator shall be binding upon all parties.

*Exhaustion of Remedies; Limitations Period for Filing Suit.* Before you can file a lawsuit for benefits under the Plan, you must exhaust the Plan's internal remedies. A lawsuit for benefits under the Plan must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

*Benefits Provided under Contracts.* Please see the underlying contracts for any additional claims and reimbursement rules under those contracts.

### **Debit/Credit Cards**

Williamson County will provide you with a debit/credit and/or other stored-value card for purposes of making purchases that are eligible for reimbursement from your Health Flexible Spending Account and/or Dependent Care Assistance Plan Account. The Plan Administrator will provide you with more information about these cards as well as any limitations at the time you enroll in the Plan. You do not have to use the cards and may request reimbursements as listed above.

### **Claims Not Governed by this Summary**

*HSA Claims.* Claims relating to the HSA are administered by your HSA trustee/custodians in accordance with the HSA trust or custodial document.

## **COBRA CONTINUATION COVERAGE**

If you are participating in the Health FSA and your County is not a small employer, then COBRA applies. A "small employer" is generally an employer that employs fewer than 20 employees, but you should contact the Plan Administrator who can inform you if the County is a small employer not subject to COBRA and is not required to comply with these rules. Depending on your Health FSA balance at the time of the Qualifying Event (described below), you may not be eligible for COBRA continuation coverage.

### **Qualifying Events**

You have the right to continue your coverage under the Health FSA if any of the following events results in your loss of coverage under the Health FSA:

- termination of employment for any reason other than gross misconduct
- reduction in your hours of employment

Your spouse and dependent children (including children born to you or placed for adoption with you) have the right to continue coverage under the Health FSA if any of the following events results in their loss of coverage under the Health FSA:

- termination of your employment for any reason other than gross misconduct
- reduction in your hours of employment
- you become enrolled in Medicare
- you and your spouse divorce or are legally separated
- your death
- your dependent ceases to be a "dependent child" for purposes of COBRA

Persons entitled to continue coverage under COBRA are "Qualified Beneficiaries."

If the cost of COBRA continuation coverage for the remainder of the Plan Year equals or exceeds the amount of reimbursement you have available under the Health FSA for the remainder of the Plan Year, you, your spouse, and/or your dependent child(ren) generally do not have the right to elect COBRA continuation coverage. You will be provided notice which explains your rights regarding COBRA continuation coverage.

### **Continuing Coverage**

You may continue the level of coverage you had in effect immediately preceding the Qualifying Event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. You will be eligible to make a change in your benefit election with respect to the Plan upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year.

You, your spouse, or your dependent child(ren) must notify the Plan Administrator or its delegate in writing of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days after the later of (1) the date of the Qualifying Event or (2) the date on which coverage is lost under the Plan because of the event. After receiving notice of a Qualifying Event, the Plan Administrator will provide Qualifying Beneficiaries with an election notice, which describes the right to COBRA continuation coverage and how to make an election. Notice to your spouse is deemed notice to your covered dependents that reside with the spouse.

You or your dependent(s) are responsible for notifying the Plan Administrator or its delegate if you or your dependent(s) become covered under another group health plan or entitled to Medicare.

### **Election Procedures and Deadlines**

A Qualified Beneficiary may make an election for COBRA continuation coverage if they are not covered under the Plan as a result of another Qualified Beneficiary's COBRA continuation election. To elect COBRA continuation coverage, you must complete the applicable election form within 60 days from the later of (1) the date the election notice was provided to you or (2) the date that the Qualified Beneficiary would otherwise lose coverage under the Plan due to the Qualifying Event and submit it to the Plan Administrator or its delegate. If the Qualified Beneficiary does not return the election form within the 60-day period, it will be considered a waiver of their COBRA continuation coverage rights.

### **Cost of COBRA Continuation Coverage**

The cost of COBRA continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage.

### **When Continuation Coverage Ends**

You may be able to continue coverage under the Health FSA until the end of the Plan Year in which the Qualifying Event occurs. However, COBRA continuation coverage may end earlier for any of the following reasons:

- You fail to make a required COBRA continuation coverage contribution;
- The date that you first become covered under another Health FSA;
- The date that you first become entitled to Medicare; or
- The date the County no longer provides a Health FSA to any of its employees.

## **MISCELLANEOUS**

### **FMLA**

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving health care benefits. Contact the Plan Administrator for more information under the Plan.

### **Unclaimed Reimbursements**

Payments from the Account that are not claimed on a timely basis (for example, checks issued from the Plan that are not timely cashed) will be forfeited and returned to the Plan. Please contact your Plan Administrator about what constitutes "timely" claims of payment from the Plan.

### **Excess Payments/Reimbursements**

If you receive an excess benefit or payment under the Plan, you must immediately repay any such excess payments/reimbursements. You must also reimburse the County for any liability the County may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable to you under this Plan.

### **Beneficiaries**

If you die, your beneficiaries or your estate may submit claims for eligible expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose. If you do not name a beneficiary, the Plan Administrator may pay any amount to your spouse, one or more of your dependents, or a representative of your estate.

### **Qualified Medical Child Support Orders**

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

### **Loss of Benefit**

You may lose all or part of your Account(s) under the Plan if the unused balance is forfeited at the end of a Plan Year and if we cannot locate you when your benefit becomes payable to you.

### **Non-Alienation of Benefits**

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary to receive benefits under the Plan in the event of your death.

## **Amendment and Termination of the Plan**

The County may amend or terminate the Plan at any time.

## **Plan Administrator Discretion**

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding on all persons and parties.

## **Taxation**

The County intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the County does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

## **Governing Law**

The Plan is governed by the laws of Texas to the extent not pre-empted by Federal law.

## **PLAN INFORMATION**

1. The Plan Sponsor and Plan Administrator is Williamson County .
2. The Plan Sponsor's and Plan Administrator's Address is 100 Wilco Way, Suite HR-#101, Georgetown, TX 78626
3. The Plan sponsor's EIN is 74-6000978
4. The Plan Sponsor and Plan Administrator's phone number is 512-943-1604
5. The Plan is a cafeteria plan under section 125 of the Internal Revenue Code. The Health FSA Benefit under the Plan is a welfare benefit plan.
6. The Plan number is 504.
7. The Plan's designated agent for service of legal process is the Plan Sponsor. Any legal papers should be delivered to the Plan Sponsor at the address listed above. However, service may also be made upon the Plan Administrator.
8. The Plan Year is the 12-consecutive month period ending on 12/31.
9. Amount contributed by Plan Participants and the County to the Plan are general assets of the County. All payments of benefits under the Plan are made solely out of the general assets of the County. The County has no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of

making any benefit payments under this Plan. The County may, in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making benefit payments under this Plan.

Custom Language:

Employees that are rehired will be required to complete the (60) Sixty Day waiting period and will be eligible for coverage on the first day of the following month. However, since benefits are paid one pay period in advance, an employee that is reemployed within 30 days before their benefits term will remain eligible and not terminate.

**Commissioners Court - Regular Session****45.****Meeting Date:** 12/22/2020

CSCD1

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons,  
Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

10:00am Public Hearing - Conduct a public hearing to move \$171,618.81 from Dept. 572 Adult Probation to Dept. 591 Pre Trial to fund four new positions.

**Background**

This move would allow funding for three Pre Trial Services Officers (B.22) with a salary of \$39,554.05 each and one Pre Trial Services Manager (B.30) with a salary of \$58,832.50. The funding listed is for personnel costs and fringe from 2/1/2021 through 9/30/2021. Currently, the funding is within our agreement with CSCD, so the four slots at CSCD would move over to Williamson County. The funding and concept were approved during the FY21 budget adoption.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

12/16/2020 01:25 PM

Form Started By: Rebecca Clemons

Started On: 12/16/2020 09:49 AM

Final Approval Date: 12/16/2020



**Commissioners Court - Regular Session****46.****Meeting Date:** 12/22/2020

CSCD

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons,  
Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on creating four new positions in Pre Trial Services with funding previously approved in the FY21 Budget.

**Background**

This move would allow funding for three Pre Trial Services Officers (B.22) with a salary of \$39,554.05 each and one Pre Trial Services Manager (B.30) with a salary of \$58,832.50. The funding amount of (\$171,618.81) is for personnel costs and fringe from 2/1/2021 through 9/30/2021. Currently, the funding is within our agreement with CSCD, so the four slots at CSCD would move over to Williamson County. The funding and concept were approved during the FY21 budget adoption. If the item is approved, a line item transfer will be placed on the agenda in January.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

12/16/2020 01:26 PM

Form Started By: Rebecca Clemons

Started On: 12/16/2020 10:45 AM

Final Approval Date: 12/16/2020

**Commissioners Court - Regular Session****47.****Meeting Date:** 12/22/2020

GPS Monitoring Pre-Trial Svcs

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on exempting Satellite Tracking of People, LLC from competitive bidding requirements per Texas Local Government Code §262.024(a)(7)(2) to preserve or protect the public health and safety of residents of the county and authorizing execution of the agreement.

**Background**

Approval of this item will support the operations of the Williamson County Pre-Trial Services Department. The responsibility of GPS monitoring will transfer to Pre-Trial Services in January 2021. The agreement attached outlines the electronic monitoring products and services to be provided and at what cost. The county will cover those costs and be reimbursed by defendants at full cost or on a sliding scale for indigents. Legal and Contract Audit have reviewed this agreement. This expenditure will be charged to 01.0100.0591.004100. Department contact is Ronald Morgan.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 12/17/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/17/2020 09:41 AM

12/17/2020 09:46 AM

Started On: 12/15/2020 02:44 PM

**Lease and Services Agreement  
Williamson County, Texas**

This Lease and Services Agreement (this "Agreement") is by and between Williamson County, Texas ("you" or "Customer") and Satellite Tracking of People LLC ("we," "us," or "Provider"). This Agreement shall be effective as of the last date signed by either party (the "Effective Date").

Whereas Customer desires to lease and Provider has agreed to provide certain products for electronic monitoring of certain individuals (the "Enrollees") and provide related services, according to the terms and conditions in this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Products. The following products are hereby leased from Provider to Customer pursuant to the pricing and volume commitments contained in Exhibit "A" and shall be serviced by Satellite Tracking of People LLC, a wholly owned subsidiary of Securus ("Securus"). Title to such products shall remain with Provider and shall be promptly returned by Customer to Provider upon expiration of this Agreement in its original condition, with only reasonable wear and tear excepted:

ELECTRONIC MONITORING PRODUCTS AND SERVICE DESCRIPTIONS:

*BLUtag*. BLUtag is a one-piece GPS device that allows for enrollee tracking and enables Customer's supervising agent the ability to communicate with the enrollee through audible tones and or vibrations. The small, lightweight device detects and records enrollee tampering and offers optional auxiliary equipment that can transmit data using landline phone service and can confirm an enrollee's location in areas that prevent BLUtag from receiving GPS signals.

*BLUband*. BLUband is a RF transceiver that transmits a signal to BLUhome, our home-based RF receiver unit, to confirm when an enrollee enters or leaves their home.

*BLU+*. BLU+ is a dual radio frequency ("RF") and global positioning system ("GPS") monitoring device that allows a Customer's supervising agent to verify that an enrollee is at home and will also transmit a violation notice if the enrollee fails to meet established schedules or tampers with the device.

*BLUhome*. BLUhome is a home-based monitoring unit that receives data from BLUband and BLUtag through their RF signal. BLUhome transmits data to VeriTracks™ using either nationwide cellular phone service or landline phone service in the enrollee's home.

*BLUbox*. BLUbox is an optional GPS accessory used when an enrollee lives in a geographic area that obstructs the GPS signals but has good cellular phone coverage. This optional GPS auxiliary unit installs in the enrollee's home and provides additional confirmation of his or her location through an encrypted RF signal.

*VeriTracks™*. VeriTracks™ is a secure, user-friendly, internet-based monitoring application that works with the Provider monitoring equipment. VeriTracks™ receives, distributes, and stores monitoring data and enrollee information (e.g. name, photo, phone number(s), physical characteristics, vehicle information).

*BLUscan*. BLUscan, BLU+ is a mobile monitoring unit that allows Customer's supervising agents to confirm the presence or absence of up to 16 BLUtag and or BLUband devices at one time, within a 300-foot range. BLUscan records the status of BLUtag and BLUband on a continuous or as needed basis and can store up to 5,000 events in its memory and can download that data to a computer.

*SoberTrack*. SoberTrack is a GPS-enabled handheld mobile breath alcohol monitoring unit. The SoberTrack device is a one-piece unit that is fully portable for breath alcohol testing anytime-anywhere. Enrollees blow into the disposable straw when instructed to do so by SoberTrack and the unit reports all test results to VeriTracks™ using nationwide cellular service.

*Monitoring Center Services.* Monitoring Center Services offer Customers additional support for the receipt and management of alerts from Provider RF and GPS monitoring devices. When a Customer elects to use Provider Monitoring Center Services, technicians in the Provider monitoring center will receive event notifications from monitoring devices and will conduct the initial evaluation and investigation of the alerts following protocols developed by the Customer. Customers determine the event types and hours alerts will be managed by the Provider Monitoring Center.

2. Training Services. It is important to us that Customer be adequately trained and appropriately represents Provider's products and services throughout the term of this Agreement. As such, the Provider shall provide one-time initial training and one-time annual refresher training to the Customer at no additional cost. Subsequent trainings requested by the Customer will be based on the pricing listed in this agreement. This Agreement applies to training courses and recertification training offered by Provider to Customer's designated attendees, as detailed below:
  - The Training Services may include the following:
    - Onsite training at Customer's designated location ("Onsite Training");
    - Instructor-led remote training ("Web Training");
    - On demand prerecorded audio/video sessions available over the Internet ("On Demand Training"); and
    - Certification quiz.
  - All needed documents, workbook, and other materials for all scheduled trainings.
3. Payment. Provider will provide Customer with monthly invoices in accordance with Exhibit A. Customer invoices are due and payable in full when presented. Customer is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder. In the event that an invoice is not paid within 30 days, Provider reserves the right, in its sole discretion, to suspend services provided to Customer as follows:

Invoice unpaid for 31-60 days: Suspension of training services.

Invoice unpaid for 61-90 days: Suspension of ability to order additional devices and consumables.

Invoice unpaid for 91+ days: Suspension of all remaining services except for read-only access to VeriTracks
4. Shipping. Unless otherwise agreed to by Provider, shipping of the above noted products will be done in accordance with Provider's standard shipping terms of 2nd day delivery processed the business day following receipt of the order. Provider will pay shipping costs for faulty equipment returned for repair or replacement.
5. Customer's Obligations. In addition to any obligations and responsibilities otherwise noted herein, Customer understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) is has complete authority and responsibility for the selection, management and administration of Enrollees, including but not limited to monitoring; (b) designating the monitoring level for all Enrollees monitored with the leased products; (c) identifying and making available Customer's staff during the term of this Agreement; and (d) establishing alert notification protocols and parameters.
6. General Compliance Obligations. Customer understands, acknowledges and agrees that it is Customer's sole responsibility to comply with any and all Federal, state and local laws, rules, regulations and policies applicable to the use of any Provider electronic supervision products and services ("Provider Technologies"), including, without limitation, all such laws, rules, regulations and policies or other requirements (i) governing or restricting electronic supervision of individuals, (a) relating to privacy, consumer protection, marketing, and data retention and security, and (b) applicable to Customer's access to and use of any information obtained in connection with or through the Provider Technologies ("Applicable Rules"). Customer further acknowledges, understands and agrees that Provider makes no representation or warranty as to the legality of the use by Customer of the Provider Technologies or any information collected, accessible or otherwise obtained in connection with or through such use ("Provider Information"). Provider shall have no obligation, responsibility, or liability for Customer's failure to comply with any and all Applicable Rules as a result or arising out of virtue of Customer's use of the Provider Technologies or Provider Information.
7. Security of Information. Customer acknowledges that the Provider Information includes personally identifiable information ("PII") and that it is Customer's obligation to keep all such PII secure by taking all commercially reasonable means to ensure that access is limited only to those authorized individuals or organizations. Accordingly, Customer shall (a) restrict access to the Provider Technologies and Provider Information to those law enforcement personnel who have a need to know or are otherwise expressly authorized as part of their official duties; (b) ensure that its employees (i) obtain or use Provider Information solely and exclusively for lawful purposes and (ii) transmit or disclose any such Information only as permitted or required by Applicable Rules ; (c) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Provider Technologies and Provider Information (whether in electronic form or hard copy); (d) notify Provider immediately of any such unauthorized access or use of the Provider Technologies or Information that Customer discovers or otherwise becomes aware of; and (e) unless otherwise required

by Applicable Rules, delete or otherwise purge all Provider Information stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or, if a longer period is authorized or required by Applicable Rules, upon expiration of such longer period.

8. Technology Limitations (Coverage and Battery Life). Customer understands and acknowledges the limitations of the Global Positioning System ("GPS") technology and the Radio Frequency ("RF") technology employed and relied upon by the Provider Technologies. Customer understands and acknowledges that the Provider Technologies depend upon strong wireless signal coverage and that both natural and man-made variables can adversely impact or block GPS and cellular signals for brief or extended periods of time, which can lead to inaccurate data being recorded or made available through the use of Provider Technologies. Customer understands, acknowledges and agrees that GPS signals may become distorted as they reflect off natural and man-made objects (e.g., mountains, rocks, and buildings) and may be lost when the GPS unit loses line-of-sight of the GPS satellite, which can occur, for example indoors, underground, in tunnels, or underwater. Customer understands, acknowledges and agrees that lost coverage may also occur in rural areas that do not have strong GPS or wireless coverage.

Customer further understands, acknowledges and agrees that (a) Provider Technologies are battery-powered and that an offender's failure to charge the battery on a Provider Technology device renders the transmitter and device useless and (b) the offender may tamper with the device or otherwise impede the device's ability to receive and transmit the GPS signal.

9. Condition of Provider Information. Customer understands and acknowledges that all Provider Information used and obtained in connection with the Provider Technologies is "**AS IS**." Customer further understands and acknowledges that Provider uses data from third-party sources, which may or may not be complete and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of Provider Information Technologies. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Provider Technologies which may be otherwise available.
10. Modification and Termination. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any of the features that are currently part of the Provider Technologies. Moreover, if Provider determines in its sole discretion that the Provider Technologies and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any Applicable Rule or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Provider Technologies and shall have no further liability or responsibility to Customer with respect thereto.
11. Limitation of Liability And Warranties. Provider expressly disclaims any warranty that the Provider Technologies are impervious to tampering. Customer acknowledge understands and agrees that the Provider Technologies do not prevent offenders from committing harmful, tortious, or illegal acts and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such offenders. In no event does Provider assume or bear any responsibility or liability for acts that may be committed by third parties or persons subject to or using the Provider Technologies or Provider Information.

Provider shall have no liability to Customer (or to any person to whom Customer may have provided Provider Information) for any loss or injury arising out of or in connection with the Provider Technologies or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Provider Technologies, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROVIDER TECHNOLOGIES. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROVIDER TECHNOLOGIES OR ANY PROVIDER INFORMATION. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF PROVIDER INFORMATION OR AS A RESULT OF THE UNAVAILABILITY OF THE PROVIDER TECHNOLOGIES OR PROVIDER INFORMATION OR THE ABILITY TO MAKE USE OF SAME.

12. Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is **36 Months** thereafter. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for successive periods of 12 months each.
13. Ownership and Use. Any and all systems, applications and software that is used by Provider to provide services to Customer under this Agreement shall at all times remain Provider's sole and exclusive property. Provider (and its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies,

custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the system, and our other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

14. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon 10 days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the 10 day cure period shall be extended to 30 days if the default is not reasonably susceptible to cure within such 10 day period, but only if the defaulting party has begun to cure the default during the ten 10 day period and diligently pursues the cure of such default. Notwithstanding, either party may terminate this Agreement without cause for any reason upon ninety 90 days advance written notice to the other party of its intent to terminate. The Customer will only be liable for its pro rata share of services rendered and goods actually received.
15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the section titled "Ownership and Use" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.
17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.
18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
19. No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
20. Texas Law Applicable to Indemnification. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
21. Texas Prompt Payment Act Compliance. 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 Customer 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 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.
22. Mediation. The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Contract.
23. Venue and Governing Law. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

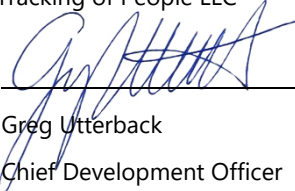
24. Right to Audit. Provider agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Provider agrees that Customer shall have access during normal working hours to all necessary Provider 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 Provider reasonable advance notice of intended audits.
25. 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 Provider does not desire proprietary information 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 Provider, 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 Provider.

To the extent, if any, that any provision in the Provider's Proposal/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 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.

26. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

[SIGNATURES NEXT PAGE]

**EXECUTED as of the Effective Date.**

<p><u>CUSTOMER:</u></p> <p>Williamson County, Texas Services</p> <p>By: _____</p> <p>Name: <u>Bill Gravell</u></p> <p>Title: <u>Williamson County Judge</u></p> <p>Date: _____</p> <p><u>Customer's Notice Address:</u></p> <p><u>405 Martin Luther King Jr. Street – Box 19</u></p> <p><u>Georgetown, TX 78626</u></p>	<p><u>PROVIDER:</u></p> <p>Satellite Tracking of People LLC</p> <p>By:  _____</p> <p>Name: <u>Greg Utterback</u></p> <p>Title: <u>Chief Development Officer</u></p> <p>Date: <u>12/9/2020</u></p> <p><u>Provider's Notice Address:</u></p> <p>Securus Technologies, Inc. 4000 International Parkway Carrollton, TX 75007 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u></p> <p>Satellite Tracking of People LLC PO Box 639098 Cincinnati, OH 45263-9098</p>
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**Please email signed contract to: [jmahnke@securustechnologies.com](mailto:jmahnke@securustechnologies.com)**

**Satellite Tracking of People, LLC**

**5353 West Sam Houston Parkway North, Suite 190**

**Houston, Texas 77041**

**Attention: Contracts Administrator**

**James Mahnke**

**Email : [jmahnke@securustechnologies.com](mailto:jmahnke@securustechnologies.com)**

**Phone: (832) 553-9500**



**EXHIBIT A  
Base Pricing**

Category	Volume Tiers *	Price
GPS Device ( Blutag )	1	\$3.00/day/unit

**Optional Pricing**

Mobile Charger	1	\$75.00 each ( purchased )
Remote Breath Alcohol Device (SoberTrack)	1	\$4.10/day/unit
Monitoring Center Services	1+	\$0.50/day/unit

\* - Average daily billable units per month

Provider provides Customer a shelf stock equal to 20% of the average daily activated units calculated at the end of the month. If the shelf stock exceeds 20%, Provider will charge Customer the per diem rate above for units in excess of 20% of the average daily activated units.

**Dormancy:**

*Dormancy*-for unassigned inventory, a device is considered dormant if it has not contacted (called into) the VeriTracks™ software in more than 30 days. It is the customer's responsibility to ensure devices in inventory are plugged in at minimum every 30 days to maintain the device firmware and almanac. A monthly report is available to keep customers apprised of devices that are in the dormancy category. Devices that remain in the dormancy state past 90 days will be marked as unrecoverable and invoiced based on the terms set out in the **Insurance and Replacement Cost** section of this contract. Once devices are marked unrecoverable they are no longer usable and will need to be returned to the warehouse.

**Insurance and Replacement Costs:** In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse Provider based on the Replacement Cost listed below. **In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units.** Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Insurance Cost	\$0.50 per day per device
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**Electing Insurance Coverage (must check one):**    ☐ Yes    ☐ No

**Replacement Cost**

Part	Description	Quantity	Replacement Cost <sup>1</sup>
1	BLUtag Unit	1	\$ 250.00
2	BLUhome Unit (if applicable)	1	\$ 350.00
3	BLUbox (if applicable)	1	\$ 200.00
4	BLU+	1	\$ 250.00

5	Straps and direct clips for BluTag® (set comprised of one strap and four clips)	9 per unit per year	\$ 10.00
6	Charging Coupler for BLUtag/BLU+	1	\$ 25.00
7	BLUscan (if applicable)	1	\$ 350.00
8	BLUband	1	\$ 125.00
9	SoberTrack	1	\$500.00
10	Installation Kit	1	\$ 25.00

Note: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.

### Training Pricing

One-time initial training and one-time annual refresher training is provided to the Customer at no additional cost. Subsequent training costs are based on the following pricing based on average active devices:

1 – 10 Devices	11 – 30 Devices	31 - 100 Devices	Over 100 Devices
\$ 1,500.00	\$ 1,000.00	\$ 500.00	\$ 200.00

**Commissioners Court - Regular Session****48.****Meeting Date:** 12/22/2020

DOI Projects and Issues

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/04/2020

**Reviewed By**

Andrea Schiele

**Date**

11/04/2020 10:21 AM

Started On: 11/04/2020 09:38 AM

**Commissioners Court - Regular Session****49.****Meeting Date:** 12/22/2020

Award RFQ T1853 Corridor E2/E3 and Corridor E4

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ #T1853 Corridor E Planning to the overall most qualified respondents BGE, Inc and Halff Associates and authorizing execution of the agreements.

**Background**

Purchasing solicited sealed statements of qualifications for Engineering Services. 9 firms submitted responses. The responses were evaluated by an evaluation committee.

The attached BGE, Inc. contract is to provide professional engineering design and planning services for the Corridor E (E2: US79 to Chandler; E3: Chandler to SH29) project as part of the 2019 Road Bond Program. The contract has been reviewed and approved for Commissioners Court consideration by the Road Bond Team. The maximum amount payable under this contract, without modification, is one million, eight hundred thousand dollars (\$1,800,000.00).

The attached Halff Associates contract is to provide professional engineering design and planning services for the Corridor E (E4: Ronald Reagan to SH29) project as part of the 2019 Road Bond Program. The contract has been reviewed and approved for Commissioners Court consideration by the Road Bond Team. The maximum amount payable under this contract, without modification, is two million, seven hundred thousand dollars (\$2,700,000.00).

Department point of contact is Bob Daigh. Funding Source: 2019 Road Bond. P359, P371 and P372.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Evaluation

BGE Contract

Halff Contract

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**Form Review****Inbox**

Purchasing (Originator)

**Reviewed By**

Randy Barker

**Date**

12/17/2020 10:56 AM

County Judge Exec Asst.

Andrea Schiele

12/17/2020 11:56 AM

Form Started By: Johnny Grimaldo

Started On: 12/16/2020 05:03 PM

Final Approval Date: 12/17/2020

## EVALUATION - Corridor E from US79 to Ronald Reagan Extension

RFQ T1853

DATE: 11/12/2020

Evaluation Criteria	Maximum Score Points	BGE, Inc.	Bridgefarmer & Associates, Inc.	Dannenbaum Engineerin Co.	Half Associates	Huitt-Zollars, Inc.	JMT	Jones Carter	RPS	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Project Manager's Experience/Qualifications with similar projects	50	40	38	38	40	36	38	38	38	38
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	38	36	33	44	33	30	33	35	33
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	38	36	33	38	38	38	38	35	33
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	45	43	43	45	43	45	45	43	43
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	40	40	40	40	40	40	38	38
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	45	35	35	45	40	40	40	40	40
Understanding of project	50	45	40	40	45	40	40	40	40	40
TOTAL	350	291	268	262	297	270	271	274	269	265


**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** BGE, Inc. \_\_\_\_\_ (“Engineer”)  
**ADDRESS:** 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
**PROJECT:** Corridor E (E2: US79 to Chandler; E3: Chandler to SH29) (“Project”)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.



**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is one million eight hundred thousand Dollars (\$1,800,000.00) (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Wesley Jasek, PE \_\_\_\_\_  
BGE, Inc.  
101 West Louis Henna Blvd  
Suite 400 \_\_\_\_\_  
Austin, TX 78728 \_\_\_\_\_

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14**

#### **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15**

#### **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's



subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or 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.

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626

With copy to:

Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26** **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.



**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** Wesley Jasek, PE \_\_\_\_\_  
BGE, Inc.  
101 West Louis Henna Blvd  
Suite 400 \_\_\_\_\_  
Austin, TX 78728 \_\_\_\_\_

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, 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.

**K. No Waiver of Immunities.** Nothing in this Contract 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.

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

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34**

#### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

#### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

#### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_



11/25/2020

**ENGINEER**

By Wesley E. Jasek, P.E.

Printed Name: Wesley Jasek, PE

Title: Vice President

Date: November 19, 2020

### **LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |



**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BGE, Inc.

Name of Firm

Wesley E. Jasek, P.E.

Signature of Certifying Official

Wesley Jasek, PE

Printed Name of Certifying Official

Vice President

Title of Certifying Official

November 19, 2020

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Wasley Jasek PE.  
the Vice President of BGE, Inc, on behalf of  
said firm.



Notary Public in and for the  
State of Texas



My commission expires: 11-15-22

## **EXHIBIT B**

### **ENGINEERING SERVICES**

### **ENGINEERING SERVICES**

**General Work Description:** Provide engineering services and planning to develop **Corridor E (E2: US79 to Chandler; E3: Chandler to SH29)** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 - SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 - GEOTECHNICAL SERVICES

TASK 11 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 - CONSTRUCTION PHASE SERVICES



## **EXHIBIT C**

### **WORK AUTHORIZATION**

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**PROJECT: \_\_\_\_\_**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Williamson County, Texas

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

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

Signature

Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **EXHIBIT D**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## **EXHIBIT D - RATE SCHEDULE**

### **Corridor E**

<b>BGE, Inc.</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal/ Director	\$290.00
Senior Project Manager	\$251.65
QC Manager	\$270.00
Senior Engineer	\$220.00
Project Engineer	\$202.71
Design Engineer	\$153.78
Graduate Engineer	\$130.00
Senior Structural Engineer	\$286.60
Senior Engineer Technician	\$195.72
Engineer Technician	\$136.31
CADD Operator – Senior	\$185.24
CADD Operator	\$136.31
Environmental QA/QC Manager	\$270.00
Environmental Planner - Senior	\$237.66
Environmental Planner	\$125.00
Archeologist	\$150.29
GIS Technician – Senior	\$220.00
GIS Technician	\$110.00
Utility Coordinator	\$199.22
RPLS – Task Lead	\$195.72
Survey Technician	\$105.00
Survey Field Crew	\$170.00
Survey Field Crew	\$200.00
Administrative/Clerical	\$101.36
ROW Documents (Per Parcel)	\$5,800.00



<b>DIRECT EXPENSES (All Consultants)</b>	
Standard Postage (Current Postal Rate)	Current Rate
Overnight Mail -letter size	At Cost
Overnight Mail – oversized box	At Cost
Courier Services	At Cost
Certified Letter Return Receipt	At Cost
Photocopies B/W (8.5x11)	\$0.15
Photocopies B/W (11x17)	\$0.25
Photocopies Color (8.5x11)	\$1.00
Photocopies Color (11x17)	\$1.25
Foam Board Exhibit (36x48)	\$100.00
Color Graphics on Foam Board	\$18.00
Presentation Boards – up to 48”x60” color mounted	\$200.00
Outside Printing – Reports (includes labor and supplies)	\$50.00
Report Binding and Tabbing (includes labor and supplies)	\$15.00
Reproduction of CD/DVD	\$5.00
CD’s/DVD’s	\$1.00
Cardstock Color (8.5”x11”)	\$0.50
Notebooks	\$10.00
4:x5: Digital Color Print	\$0.50
Bond Paper Plot (Blueline/Blackline)	\$.25
Card Stock Color (8.5x11)	\$1.10
Blueline Prints (23x36)	\$0
Plots (B/W on Bond)	\$1.00
Plots (Color on Bond)	\$2.50
Plots (Color on Photographic Paper)	\$9.00
Laminations	\$5.00
Lodging/ Hotel (Taxes/fees not included)	Per Vendor Reimbursement Policy
Lodging/Hotel (Taxes and fees)	Per Vendor Reimbursement Policy
Meals (excluding alcohol & tips)	Per Vendor Reimbursement Policy
Mileage	Current Rate
Rental Car (includes taxes and fees; insurance cost will not be reimbursed)	Per Vendor Reimbursement Policy





Toll Charges	Per Vendor Reimbursement Policy
Air Travel	Per Vendor Reimbursement Policy
Oversize, special handling or extra baggage airline fees	At Cost
Parking	Per Vendor Reimbursement Policy
Rental Car Fuel	Per Vendor Reimbursement Policy
Taxi/Cab Fare	Per Vendor Reimbursement Policy
Materials and Shipping	\$35.00
Historical Aerial Images (Photographs, Negatives, Maps)	\$125.00
Aerial Photographs (1" = 5' scale)	\$125.00
Tx Parks and Wildlife Data Request Fees	At Cost
FEMA FIS Backup Data Request	\$400.00
FEMA Maps	\$25.00
Hazardous Materials Database Search	\$750.00
Curator (Drawer & Tx Archaeological Research Lab for artifacts & reports	\$2,250.00
Maps and Map Records	\$100.00
Environmental Database Search	\$900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	\$40.00
TARL Curation Fee	\$500.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	\$50.00
Railroad – Flagger (service provided by RR)(day)	\$1,500.00
Railroad – Insurance in addition to STD minimum Required (Minimum coverage of \$1 Million required by RR	\$3,500.00
Railroad – Permit	\$2,500.00
Railroad – Safety Training (if required – Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	\$525.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	\$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	\$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	\$5,150.00
Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel	\$1,600.00



Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	\$1,600.00
Flashing Arrow Board	\$600.00
Portable Message Board	\$500.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Geosearch Data Report	\$1,000.00
GPS Daily Rental	\$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	\$50.00
Hydrographics Sonar Equipment	\$1,000.00
Maps Records	\$6.00
Certified Deeds Copies	\$5.00
GPS RTK (rates applied to actual time GPS units are in use)	\$30.00
GPS Static (rates applied to actual time GPS units are in use)	\$30.00
Fathometer	\$100.00
Type II ROW Monument – Excavated/Drilled rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals & labor). Brass Marker supplied by TxDOT	\$240.00
Type II ROW Monument – Poured 2-3 Feet (includes One Call, crew time equipment, materials, rental, labor) Brass Marker supplied by TxDOT	\$300
Noise Meter Rental	\$800 Per Each
Hazardous Materials Database Search	\$1,480 Per Each

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



## **EXHIBIT D - RATE SCHEDULE**

### **Corridor E**

<b>AmaTerra Environmental, Inc.</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$251.00
Project Manager	\$145.00
Historical Architect/Historian IV	\$143.00
Historical Architect/Historian III	\$119.00
Historical Architect/Historian II	\$89.00
Historical Architect/Historian I	\$68.00
Archeologist VI/Sr. Principal Investigator (PI)	\$131.00
Archeologist V/Associate PI	\$96.00
Archeologist IV/Field Director	\$94.00
Archeologist III/Project Archeologist	\$85.00
Archeologist II/Crew Chief	\$74.00
Archeologist I/Field Technician	\$67.00
GIS Specialist	\$109.00
GIS Technician	\$76.00
Admin/Doc Production Supvr	\$86.00
Editor	\$77.00
Clerical	\$56.00

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## **EXHIBIT D - RATE SCHEDULE**

### **Corridor E**

<b>Corsair</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$271.00
Senior Project Manager	\$271.00
Project Manager	\$240.87
Senior Engineer	\$180.66
Project Engineer	\$165.59
Design Engineer	\$143.01
Engineer In Training	\$105.37
Senior Engineer Tech	\$82.80
Engineer Tech	\$46.97
Admin/Clerical	\$72.28
<b>DIRECT EXPENSES</b>	
Mobilization and Demobilization (LS)	\$500
Support Vehicle (per day)	\$250
Soil Drilling and Sampling (Cohesive soils): Continuous in the upper 10 ft and at 5ft intervals thereafter. Spt samples in granular soils. (per foot)	\$28
Rock Coring (per foot)	\$42
TCP Tests (at 5ft intervals) (ea)	\$15
Backfill with soil cuttings/grouting with Bentonite chips (per foot)	\$8
Per Diem (each 2-person drilling crew)	Per Vendor Reimbursement Policy
Moisture Content (ASTM D2216) ea	\$10
Atterberg Limits (ASTM 4318) ea	\$80
Percent Passing No. 200 Sieve (ASTM D1140) ea	\$45
Sieve Analysis (ASTM D4222) ea	\$95
Unconfined Compressive - Soil (ASTM D2166) ea	\$70
Unconfined Compressive - Rock (ASTM 7012) ea	\$75
Consolidated - Undrained Compression Test with Pore Pressure, Muliti-sample, 3 per failure envelope (includes DUW & Stress-Strain Curves) ASTM4767 ea	\$1600
Consolidation, Incremental Loading (ASTM 2435) ea	\$500



Corrosion Suite (Sulfates, Chlorides, and PH) ea	\$175
Resilent Modulus (RM), Minimum of 4 tests ea	\$650x4 = \$2600
Standard Proctor (ASTM 698) ea	\$250
Utility Locates (per boring) ea	\$25
Traffic Control (per boring) ea	\$2800
Sample Storage (per month)	\$500

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The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



## **EXHIBIT D - RATE SCHEDULE**

### **CORRIDOR E**

<b>INLAND GEODETICS, LLC</b>	
<b>CATEGORY</b>	<b>RATE</b>
PROJECT MANAGER	\$169.71
LICENSED STATE LAND SURVEYOR	\$161.81
REGISTERED PROFESSIONAL LAND SURVEYOR	\$165.76
SURVEY TECHNICIAN	\$119019
CLERICAL SUPPORT	\$68.41
2-PERSON SURVEY CREW	\$150.00
3-PERSON SURVEY CREW	\$170.00
4-PERSON SURVEY CREW	\$190.00
ADDITIONAL CREW MEMBER	\$54.00
<b>DIRECT EXPENSES</b>	
GPS FIELD OPERATOR & VEHICLE & GPS RECEIVER	\$120.00
ALL TERRAIN VEHICLE (PER DAY)	\$55.00
ADDITONAL VEHICLE (PER DAY)	\$60.00

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.





#### **SURVEYING SERVICES:**

Principal	\$215.00 per hour
RPLS Project Manager	\$175.00 per hour
RPLS Task Leader	\$158.00 per hour
Senior Survey Technician	\$110.00 per hour
Survey Technician	\$98.00 per hour
2-Person Survey Crew	\$155.00 per hour
3-Person Survey Crew	\$195.00 per hour
Administration / Clerical Support	\$68.00 per hour

#### **SURVEY EQUIPMENT:**

GPS Receiver	\$25.00 per hour
ATV or Utility Vehicle	\$75.00 per day
Terrestrial Laser Scanner	\$50.00 per hour

#### **SURVEY OTHER DIRECT COSTS:**

Ground Target (Includes paint, panel material, etc)	\$25.00 each
Primary Control Monument materials/supplies	\$90.00 each

#### **GEOSPATIAL SERVICES:**

Principal	\$215.00 per hour
Senior Project Manager	\$205.00 per hour
Project / Acquisition Manager	\$175.00 per hour
Pilot	\$130.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	\$195.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	\$325.00 per hour
Photogrammetrist / Project Lead	\$120.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	\$105.00 per hour
LiDAR / Photogrammetry Technician	\$98.00 per hour

#### **GEOSPATIAL EQUIPMENT:**

Aerial LiDAR System 1560I (Equipment Only)	\$1300.00 per hour
Aerial LiDAR System HARRIER 68I (Equipment Only)	\$700.00 per hour
Mobile Mapping System	\$950.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$200.00 per hour
HDS Laser Scanner	\$100.00 per hour
High Rail Equipped Vehicle	\$10.00 per hour
Weather Station	\$10.00 per hour
Oblique HD Camera System – Manned Aircraft	\$30.00 per hour
Video Camera System – Manned Aircraft	\$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	\$100.00 per hour
Helicopter (Turbine Engine Powered)	\$1,450 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 per hour
Fixed Wing Twin Engine	\$960.00 per hour
Fixed Wing Single Engine	\$600.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	\$150.00 per hour
M600 UAS Standby – Video / Still Photos	\$75.00 per hour
Heavy Lift Unmanned Aerial System – IR / Corona / LiDAR	\$500.00 per hour





Heavy Lift UAS Standby – IR / Corona / LiDAR\$	200.00 per hour
GPS Receiver (Equipment Only)	\$25.00 per hour
Geospatial Work Station	\$15.00 per hour

#### SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:

Principal	\$225.00 per hour
Sr. Project Manager	\$190.00 per hour
Project Manager	\$175.00 per hour
Sr. Engineer (PE)	\$161.00 per hour
Engineer	\$130.00 per hour
Graduate Engineer	\$110.00 per hour
Senior Utility Coordinator	\$159.00 per hour
Utility Coordinator	\$136.00 per hour
Jr. Utility Coordinator	\$110.00 per hour
Sr. Engineer Tech	\$120.00 per hour
Engineer Tech	\$99.00 per hour
Field Coordinator (Not Including Office Support)	\$110.00 per hour

#### VACUUM EXCAVATION SERVICES

DESCRIPTION	UNIT	RATE
<b>VAC CREW RATE</b> (includes 1 Unit with 2-Man Crew)	PER HOUR	\$258.00
<b>OVERTIME RATE</b> (Weekends & work exceeding 8 hours per day)	PER HOUR	\$277.00
<b>MOBILIZATION</b>	PER HOUR	\$157.00
<b>BACKFILL MATERIAL</b> (Delivered to site if hydro vac)	CU YARD	Per Vendor Reimbursement Policy
<b>BACKFILL LABOR</b> (includes pneumatic tamping in 6-in lifts)	PER HOUR / PER MAN	\$89.00
<b>CHASE TRUCK</b> (required for safety and/or materials)	PER HOUR	\$21.00
<b>TRAFFIC CONTROL</b> (standard cones and warning signs)	PER DAY	\$104.00
<b>*PER DIEM</b> (required if work requires overnight accommodations)	PER NIGHT / PER MAN	Per Vendor Reimbursement Policy

\*Per Diem rates may change depending on location and availability of accommodations. This is a general number to be used for estimate purposes.

See Also “**SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES**”







## **SUE OTHER DIRECT COSTS:**

Ground Penetrating Radar (Adder to Designating Crew Rate)	\$415.00 / Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	\$37.00 / Day
Flashing Arrow Board, warning signs w/stands and traffic cones	\$40.00 / Day
Geophysical Locating Equipment	\$21.00 / Day
GPS Receiver	\$26.00 / Day
ATV or Utility Vehicle	\$78.00 / Day
Environmental Supplies (Paint, Flags, Lath, Stakes)	\$26.00 / Day
Coring Rig	\$366.00 / Day
Agency As-built Information (Reproduction) Fees	\$10.00 / Copy
Additional Vehicle (Required for safety or materials)	\$209.00 / Day
Mobilization/Demobilization Fee (Less than 200 miles)	\$600.00 each
Mobilization/Demobilization Fee (Greater than 200 less than 400 miles)	\$1130.00 each
Mobilization/Demobilization Fee (Greater than 400 miles)	\$3.13 per mile
Metered Water for Hydro-Vac Services	Per Vendor Reimbursement Policy
Imported or Select Backfill Material	Per Vendor Reimbursement Policy
Flowable Fill Backfill Material	Per Vendor Reimbursement Policy
Hydro Vac Spoils Containment & Processing	Per Vendor Reimbursement Policy
Specialized Traffic Control	Per Vendor Reimbursement Policy
Excavation/Designating Permit Fees	Per Vendor Reimbursement Policy
Other SUE related Activities	Per Vendor Reimbursement Policy

Local Mobilization / Demobilization Fee Applies at the rate of once per project assignment. Minor / Standard Traffic Control is included (consists of warning signs and cones). Lane Closures requiring Flashing Arrow Board(s) is additional. Complex or Specialized Traffic Control is additional.

It is the clients responsibility to provide a dump site or a vacuum box/containment vessel for removal of Hydro Vac spoils if no dump site is provided by Client.

Paved areas may require coring to perform vacuum excavation services. In such cases SAM will provide a Core Rig and Operator. Core rig rate includes materials & equipment to replace and set core (keyhole) following vacuum excavation completion.

## **SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES:**

Hydro Vac Services will require metered water recharge fees and authorized spoils disposal locations. All excavated material remains the exclusive property of the client or project owner upon whose land, easement or ROW wherein the excavations are performed. The project owner understands and acknowledges that Hydro Excavation indicates and includes the use of water to aid in the vacuum excavation process and that the resulting excavated materials may be oversaturated with water as a result of the hydro vac process.

If the project requires backfilling with material other than the material excavated via the hydro vac process, such as flowable fill or select backfill, the project owner will be required to provide a spoils box, vacuum box, or stockpiling location within or reasonably close to the project site for the purpose of holding the hydro vac excavated materials. SAM can provide a vacuum box/containment vessel from a third party environmental services company for removal of Hydro Vac spoils if no dump site is provided by Client. SAM will request a fee proposal from environmental services company and the cost of vac box and spoils disposal will be passed through to client at cost plus 10% based on the fee proposal provided by the environmental services company.





The project owner is required to disclose any known or suspected information regarding the project site and its underlying soil conditions such as; chemical, petrochemical, hydrocarbon, asbestos, naturally occurring radioactive materials (NORM) or any other known or suspected contamination within the project site.

When performing hydro excavation in known, suspected or encountered contamination areas, SAM staff shall don additional Personal Protective Equipment (PPE). All costs associated with the use of additional PPE dictated by the site conditions and deemed reasonable and prudent, including wash-down, decontamination or disposal of said PPE, shall be charged to the client/project owner as a direct pass through cost. Examples of additional PPE may include but not be limited to; dust masks, respirators, face shields, protective coveralls, protective gloves and rubber boots.

#### **Pothole or Test Hole Option:**

Potholes are strictly the excavation and exposure of the subject facility with a measurement of depth and notation of facility size, type and composition painted on the ground and/or provided in a non-certified report. This report will be provided by Vac Crew onsite upon completion of potholes and typically is handwritten.

Test holes provide the same level of information as pot holes, and are surveyed for a precision x,y & z coordinate and are provided in a test hole report, signed and sealed by an Engineer. Test Holes require survey and Engineer review. Vac Crew, Survey and Engineer fees will be in accordance with the above rates.

#### **UNDERSTANDING OF SUE SERVICES:**

1. Normal traffic control, for Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc, is considered special traffic control. If special traffic control is to be provided by SAM, LLC, this service will be subcontracted to an approved subcontractor and billed to the Client per the Vendor Reimbursement Policy.
2. The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
3. It is assumed that no contaminated materials are encountered. If contaminated materials or soils is encountered the client will be notified immediately and any remediation will be the clients responsibility and at the clients cost.
4. Right of Entry will be provided by the client and all locations must be able to be accessible to the vac truck prior to work beginning. If access issues are encountered, SAM, LLC will notify the client immediately to determine alternatives for accessing the required location and resolved in 24-hours. If unable to resolve access issues in 24-hours, Vac Crew may be demobilized and require a remobilization fee to return to the site once access is established.



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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## **EXHIBIT D - RATE SCHEDULE**

### **Corridor E**

<b>SWCA</b>	
<b>CATEGORY</b>	<b>RATE</b>
Subject Matter Expert	\$210.00
Specialist XI	\$187.00
Specialist X	\$171.00
Specialist IX	\$153.00
Specialist VI	\$119.00
Specialist V	\$109.00
Specialist IV	\$99.00
Specialist III	\$89.00
Specialist II	\$78.00
Specialist I	\$67.00
Administrative V	\$89.00

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## **EXHIBIT D - RATE SCHEDULE**

### **CORRIDOR E**

<b>TRANSCEND ENGINEERS</b>	
<b>CATEGORY</b>	<b>RATE</b>
SUPPORT/PROJECT MANAGER	\$222.00
SENIOR ENGINEER	\$204.00
PROJECT ENGINEER	\$165.00
ENGINEER IN TRAINING	\$134.00
SENIOR CADD OPERATOR	\$125.00
TRANSPORTATION PLANNER IV	\$162.00
ADMIN/CLERICAL	\$75.00
<b>DIRECT EXPENSES</b>	
24-HR AUTOMATED TUBE COUNTS – SPEED OR CLADD – BI-DIRECTIONAL (EA)	\$300.00
2-HR TURNING MOVEMENT COUNT AT INTERSECTION, WEEKDAY (EA)	\$375.00

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The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.



- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2020

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

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

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	<b>CONTACT NAME:</b> Shelly Brandman/Michelle Weweh <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> shelly.brandman@usi.com														
<b>INSURED</b> <b>Brown and Gay Engineers, Inc.</b> <b>DBA BGE, Inc.</b> <b>10777 Westheimer, Suite 400</b> <b>Houston, TX 77042</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : Valley Forge Insurance Company	20508	INSURER D : Berkley Insurance Company	32603	INSURER E :		INSURER F :	
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INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6075541416	12/31/2019	12/31/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6075541433	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000			6075541464	12/31/2019	12/31/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075541447	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			903549200	12/31/2019	12/31/2020	\$5,000,000 per claim \$10,000,000 annl aggr.


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

Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations (GL); CA2048 10/13 (Auto).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Williamson County</b> <b>100 Wilco Way Suite P101</b> <b>Georgetown, TX 78626</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

The Umbrella Follows Form (CNA88301XX 08/17) to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given if required by written contract.

RE: Project: Corridor E2/E3.

**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** Halff Associates, Inc. (“Engineer”)  
**ADDRESS:** 9500 Amberglen Blvd., Building F, Suite 150, Austin, TX 78729  
**PROJECT:** Corridor E4 (Ronald Reagan to SH 29) (“Project”)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.



**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Million Seven Hundred Thousand Dollars (\$2,700,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Steven J. Miller, PE  
Senior Vice President  
Halff Associates, Inc.  
9500 Amberglen Blvd.  
Building F, Suite 150  
Austin, TX 78729

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's

Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14**

#### **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15**

#### **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's



subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or 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.

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626

With copy to:

Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26** **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.



**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** Steven J. Miller, PE  
Senior Vice President  
Halff Associates, Inc.  
9500 Amberglen Blvd.  
Building F, Suite 150  
Austin, TX 78729

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, 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.

**K. No Waiver of Immunities.** Nothing in this Contract 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.

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

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

### **ARTICLE 33**

#### **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34**

#### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

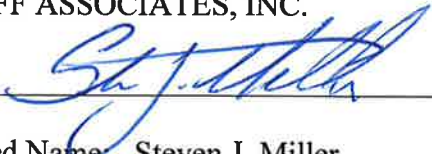
Date: \_\_\_\_\_, 20\_\_\_\_



**ENGINEER**

HALFF ASSOCIATES, INC.

By



Printed Name: Steven J. Miller

Title: Senior Vice President

Date: NOVEMBER 30, 2020

## **LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |



**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

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§

**COUNTY OF WILLIAMSON**

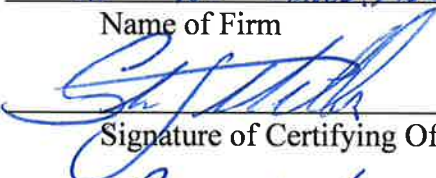
§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HALFF ASSOCIATES, INC.

Name of Firm



Signature of Certifying Official

STEVEN J. MILLOR

Printed Name of Certifying Official

SENIOR VICE PRESIDENT

Title of Certifying Official

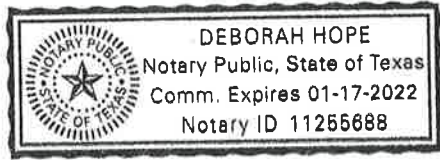
NOVEMBER 30, 2020

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Steven Miller  
the Sr. Vice President of Half Associates, on behalf of  
said firm.



Deborah Hope  
Notary Public in and for the  
State of Texas

My commission expires: 01-17-2022

## **EXHIBIT B**

### **ENGINEERING SERVICES**

### **ENGINEERING SERVICES**

**General Work Description:** Provide engineering services and planning to develop Corridor E4 (Ronald Reagan to SH 29 – including interchange at SH 29) Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 - SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 - GEOTECHNICAL SERVICES

TASK 11 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 - CONSTRUCTION PHASE SERVICES



## **EXHIBIT C**

### **WORK AUTHORIZATION**

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Williamson County, Texas

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

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

Signature

Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## Exhibit D, Rate Schedule

**Project: Corridor E-4 (Ronald Reagan to SH 29)**

**Consultant Firm Name:**

**Halff Associates, Inc.**

**Prime or Sub:**

**Prime**

Labor Category	Rate (\$/HR)
Principal-in-Charge	\$ 350.00
Project Manager	\$ 250.00
Deputy Project Manager	\$ 235.00
Quality Manager	\$ 230.00
Senior Engineer	\$ 220.00
Project Engineer	\$ 180.00
Design Engineer	\$ 145.00
Engineer-In-Training	\$ 118.00
Senior Engineer Tech	\$ 130.00
Engineer Tech	\$ 100.00
Senior CADD Operator	\$ 115.00
CADD Operator	\$ 90.00
Senior GIS Operator	\$ 150.00
GIS Operator	\$ 120.00
GIS Technician	\$ 95.00
Senior Geologist	\$ 173.00
Geologist	\$ 142.00
Senior Environmental Scientist	\$ 198.00
Environmental Scientist IV	\$ 167.00
Environmental Scientist III	\$ 135.00
Environmental Scientist I/II	\$ 98.00
Senior Field Tech (Environmental, Biological, Archeological)	\$ 110.00
Field Tech (Environmental, Biological, Archeological)	\$ 85.00
Senior Architectural Historian	\$ 157.00
Architectural Historian	\$ 123.00
Senior Public Involvement Specialist	\$ 189.00
Public Involvement Specialist	\$ 142.00
Licensed State Land Surveyor	\$ 183.00
RPLS - Task Leader	\$ 225.00
Survey Tech	\$ 100.00
1 - Person Survey Crew / Senior Surveying Tech	\$ 120.00
2 - Person Survey Crew	\$ 175.00
3 - Person Survey Crew	\$ 235.00
4 - Person Survey Crew	\$ 245.00
Abstractor (Property Deed Researcher, Courthouse or Internet research)	\$ 87.00
Sr. 3d Visualization Specialist	\$ 142.00
3D Visualization Specialist	\$ 116.00
Senior Project Controller	\$ 142.00
FAA 107 UAS Pilot	\$ 150.00
Admin/Clerical	\$ 80.00



## Exhibit D, Rate Schedule

**Project: Corridor E-4 (Ronald Reagan to SH 29)**

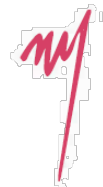
**Consultant Firm Name:**

**Cox-McClain**

**Prime or Sub:**

**Sub**

Labor Category	Rate (\$/HR)
Principal-in-Charge	\$ 165.00
Project Manager	\$ 150.00
Senior GIS Operator	\$ 105.00
GIS Operator	\$ 85.00
GIS Technician	\$ 75.00
Senior Geologist	\$ 115.00
Geologist	\$ 85.00
Senior Environmental Planner	\$ 130.00
Environmental Planner IV	\$ 110.00
Environmental Planner III	\$ 95.00
Environmental Planner I/II	\$ 85.00
Senior Environmental Scientist	\$ 120.00
Environmental Scientist IV	\$ 100.00
Environmental Scientist III	\$ 85.00
Environmental Scientist I/II	\$ 75.00
Senior Biologist	\$ 120.00
Biologist IV	\$ 100.00
Biologist III	\$ 85.00
Biologist I/II	\$ 75.00
Senior Archeologist-Principal Investigator	\$ 120.00
Archeologist IV	\$ 100.00
Archeologist III	\$ 85.00
Archeologist I/II	\$ 75.00
Senior Field Tech (Envrionmental, Biological, Archeological)	\$ 55.00
Field Tech (Envrionmental, Biological, Archeological)	\$ 48.00
Senior Architectural Historian	\$ 120.00
Architectural Historian	\$ 90.00
Environmental Inspector	\$ 95.00
Admin/Clerical	\$ 75.00



## Exhibit D, Rate Schedule

**Project: Corridor E-4 (Ronald Reagan to SH 29)**

**Consultant Firm Name:**

**Prime or Sub:**

**Raba Kistner Consultants, Inc.**

**Sub**

Labor Category	Rate (\$/HR)
Principal-in-Charge	\$220.00
Project Manager	\$185.00
Senior Engineer	\$200.00
Project Engineer	\$165.00
Engineer-In-Training	\$135.00
Senior Engineer Tech	\$80.00
Geotechnical Laboratory Technician	\$75.00
Geotechnical Engineering Technician	\$70.00
CADD Technician	\$95.00
Geologist	\$120.00
Geotechnical Logger	\$110.00
Admin/Clerical	\$60.00

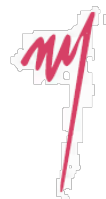




Exhibit D, Rate Schedule

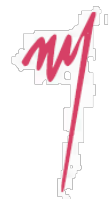
**Project: Corridor E-4 (Ronald Reagan to SH 29)**

**Consultant Team - Prime Firm:**

**Halff Associates, Inc.**

**Traffic Unit Costs**

Type	Unit	Fixed Cost
TMC - 4 hours (minor)	each	\$350.00
TMC - 4 hours (major)	each	\$700.00
TMC - 24 hours (minor)	each	\$1,250.00
TMC - 24 hours (major)	each	\$2,500.00
24-hour Tube counts volume (single direction)	each	\$150.00
24-hour Tube counts volume (bi-directional)	each	\$300.00
24-hour Tube counts class/speed (single direction)	each	\$225.00
24-hour Tube counts class/speed (bi-directional)	each	\$450.00
24-hour video counts volume (per lane per day)	each	\$175.00
24-hour video counts 3-class (per lane per day)	each	\$225.00
Mobilization (up to 20 locations - 1 truck)	each	\$100.00



## **EXHIBIT D**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.



**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2020

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

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


<b>PRODUCER</b> AssuredPartners of Texas LLC dba Bell Insurance Group 500 N. Central Expy., Suite 550 Plano TX 75074		<b>CONTACT</b> NAME: Stefani Pegram PHONE (A/C, No, Ext): 972-581-4915 E-MAIL ADDRESS: spegram@bellgroup.com FAX (A/C, No): 972-581-4915	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Fire Insurance of Hartford	
		<b>INSURER B:</b> American Casualty Co. of Reading PA	
		<b>INSURER C:</b> Transportation Insurance Company	
		<b>INSURER D:</b> Allied World Surplus Lines Insurnce	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2136030073 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6049909053	7/12/2020	7/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6049909036	7/12/2020	7/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	6049909067	7/12/2020	7/12/2021	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab. Claims Made			0311-3813	7/12/2020	7/12/2021	Per Claim 2,000,000 Aggregate 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: AVO: 41890 Williamson County Engineering Services; Williamson County, directors, officers and employees and any other parties as required by written contract or agreement are additional insureds as respects General Liability and Auto Liability. General Liability is primary non-contributory if required by written contract. Waiver of Subrogation in favor of Additional Insureds with respect General Liability, Auto Liability and Workers Compensation if required by written contract. 30 Day notice of cancellation applies except 10 days non pay.

<b>CERTIFICATE HOLDER</b>  Williamson County 710 Main St Georgetown TX 78626 United States	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
<b>Name of Additional Insured Person Or Organization</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 24; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: BUA 6049909036

Policy Effective Date: 07/12/2020

Policy Page: 75 of 79

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Engineers, Architects or Surveyors Engaged By You**

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. ADDITIONAL INSURED – EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**8. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
  - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

**j. Damage to Property**

**Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****17. MEDICAL PAYMENTS**

**A. LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

**B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

**A. Under DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

**B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

**WHO IS INSURED** is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

**24. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**26. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



**CNA PARAMOUNT**

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance  
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

**Primary And Noncontributory Insurance**

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020005360499090533627



CNA74987XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: HALFF ASSOCIATES, INC.

Policy No: 6049909053

Endorsement No: 14

Effective Date: 07/12/2020

**Commissioners Court - Regular Session****50.****Meeting Date:** 12/22/2020

Award IFB T2526 Striping

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #T2526 Striping to the lowest and best bidder, DIJ Construction, Inc.

**Background**

Williamson County received three submittals, of which one submittal was deemed to be unresponsive. After review and evaluation from the Road and Bridge Department, it is recommended that DIJ Construction, Inc. be awarded IFB #T2526 Striping, per the attached spreadsheet pricing. Estimated amount: \$545,000.00. James Williams is the point of contact. Funding source for FY2021: 01.0200.0210.003542

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Recommendation Letter  
striping spreadsheet

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**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/17/2020 11:36 AM
County Judge Exec Asst.	Andrea Schiele	12/17/2020 11:59 AM
Form Started By: Johnny Grimaldo		Started On: 12/16/2020 05:20 PM
Final Approval Date: 12/17/2020		



December 14, 2020

Mr. Randy Barker  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

Subject: Recommendation for IFB #T2526 – Striping

After reviewing all the pertinent information, we have concluded that D.I.J. Construction, Inc. submitted the overall lowest and best offer for the T2526 bid, Striping. I recommend to the Williamson County Commissioners Court that they award D.I.J. Construction, Inc. the vendor for IFB #T2526 – Striping.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. B. Daigh', with a long, sweeping flourish extending to the right.

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County, TX

IFB T2526 Striping- Williamson County

12.07.2020

12.07.2020				DIJ Construction, INC		Flasher Equipment Co		*TRP Construction
Item #	BID ITEM DESCRIPTION	Est Qty	UNIT	TY I (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE	TY II (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE	
RETRACE STRIPING								
1	REFL PAV MRK (Y) 4" (SLD)	20000	LF	\$ 0.10	\$ 0.33	\$ 0.20	\$ 0.42	
2	REFL PAV MRK (Y) 4" (BRK)	5000	LF	\$ 0.12	\$ 0.32	\$ 0.25	\$ 0.50	
3	REFL PAV MRK (W) 4" (SLD)	20000	LF	\$ 0.12	\$ 0.33	\$ 0.20	\$ 0.42	
4	REFL PAV MRK (W) 4" (BRK)	5000	LF	\$ 0.12	\$ 0.39	\$ 0.25	\$ 0.50	
5	REFL PAV MRK (W) 4" (PROFILE)	10000	LF	\$ 0.01	\$ 0.65	\$ 0.25	\$ 0.70	
6	REFL PAV MRK (Y) 4" (PROFILE)	15000	LF	\$ 0.01	\$ 0.65	\$ 0.25	\$ 0.70	
7	REF PAV MRK (W) (ARROW)	150	EA	\$ 35.00	\$ 80.00	\$ 65.00	\$ 110.00	
8	REF PAV MRK (W) (DBL ARROW)	40	EA	\$ 35.00	\$ 85.00	\$ 97.00	\$ 185.00	
9	REFL PAV MRK (Y) 8"(SLD)	9000	LF	\$ 0.24	\$ 0.30	\$ 0.44	\$ 0.67	
10	REFL PAV MRK (W) 8"(SLD)	9000	LF	\$ 0.24	\$ 0.60	\$ 0.44	\$ 0.67	
11	REFL PAV MRK (Y) 12"(SLD)	5000	LF	\$ 0.75	\$ 2.50	\$ 1.40	\$ 2.40	
12	REFL PAV MRK (W) 12"(SLD)	5000	LF	\$ 1.00	\$ 3.95	\$ 1.40	\$ 2.40	
NEW STRIPING								
13	REFL PAV MRK (Y) 4" (SLD)	20000	LF	\$ 0.16	\$ 0.34	\$ 0.20	\$ 0.45	
14	REFL PAV MRK (Y) 4" (BRK)	5000	LF	\$ 0.10	\$ 0.33	\$ 0.25	\$ 0.50	
15	REFL PAV MRK (W) 4" (SLD)	20000	LF	\$ 0.15	\$ 0.34	\$ 0.20	\$ 0.45	
16	REFL PAV MRK (W) 4" (BRK)	5000	LF	\$ 0.16	\$ 0.40	\$ 0.25	\$ 0.50	
17	REFL PAV (W) 4" (PROFILE)	10000	LF	\$ 0.01	\$ 0.65	\$ 0.25	\$ 0.68	
18	REFL PAV (Y) 4" (PROFILE)	15000	LF	\$ 0.01	\$ 0.65	\$ 0.25	\$ 0.68	
19	REF PAV MRK (W) (ARROW)	150	EA	\$ 37.00	\$ 85.00	\$ 65.00	\$ 110.00	
20	REF PAV MRK (W) (DBL ARROW)	40	EA	\$ 40.00	\$ 95.00	\$ 97.00	\$ 185.00	
21	REFL PAV MRK (Y) 8"(SLD)	12500	LF	\$ 0.20	\$ 0.40	\$ 0.44	\$ 0.74	
22	REFL PAV MRK (W) 8"(SLD)	12500	LF	\$ 0.32	\$ 0.65	\$ 0.44	\$ 0.74	
23	REFL PAV MRK (Y) 12"(SLD)	10000	LF	\$ 0.75	\$ 1.50	\$ 1.40	\$ 2.40	



24	REFL PAV MRK (W) 12"(SLD)	10000	LF	\$	1.00	\$	3.00	\$	1.40	\$	2.40	
25	REF PAV MRK (W) 18" (YLD TRI)	100	EA	\$	10.00	\$	20.00	\$	22.00	\$	33.00	
26	REF PAV MRK (W) 36" (YLD TRI)	100	EA	\$	10.00	\$	20.00	\$	33.00	\$	42.00	
27	REFL PAV MRK (W) (WORD)	40	EA	\$	45.00	\$	140.00	\$	67.00	\$	137.00	
28	REFL PAV MRK (W)(RR XING) (X RR)	20	EA	\$	180.00	\$	375.00	\$	333.00	\$	425.00	
29	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	20	EA	\$	20.00	\$	60.00	\$	211.00	\$	433.00	
30	JIGGLE BAR TILE TY W	100	EA	\$	6.00	\$	6.00	\$	52.00	\$	52.00	
31	REFL PAV MRKR TY II (BLUE)	100	EA	\$	4.00	\$	4.00	\$	10.00	\$	10.00	
32	REFL PAV MRKR TY II-C-R	5000	EA	\$	2.75	\$	2.75	\$	3.33	\$	3.33	
33	REFL PAV MRKR TY I-C	5000	EA	\$	2.75	\$	2.75	\$	3.33	\$	3.33	
34	REFL PAV MRKR TY II-A-A	5000	EA	\$	3.10	\$	3.10	\$	3.33	\$	3.33	
35	TRAFFIC BUTTON TY Y	200	EA	\$	2.25	\$	2.25	\$	5.00	\$	5.00	
36	TRAFFIC BUTTON TY W	200	EA	\$	2.25	\$	2.25	\$	5.00	\$	5.00	
37	ELIM EXT PAV MRK & MRKS ( 4")	2000	LF	\$	0.55	\$	0.65	\$	0.50	\$	0.50	
38	ELIM EXT PAV MRK & MRKS ( 8")	1000	LF	\$	1.00	\$	1.10	\$	0.88	\$	0.88	
39	ELIM EXT PAV MRK & MRKS (12")	1000	LF	\$	1.50	\$	3.00	\$	1.75	\$	1.75	
40	ELIM EXT PAV MRK & MRKS (SYMBOL)	100	SF	\$	2.00	\$	3.00	\$	5.00	\$	5.00	
41	ELIM EXT (RAISED PAVEMENT MARKERS)	1000	EA	\$	0.35	\$	0.60	\$	2.00	\$	2.00	
42	RUMBLE STRIP	500	LF	\$	7.00	\$	15.00	\$	17.00	\$	17.00	
43	ELIMINATE RUMBLE STRIP	500	LF	\$	7.00	\$	7.00	\$	23.00	\$	23.00	
44	PAVEMENT SEALER 4"	5000	LF	\$	0.16	\$	0.16	\$	0.25	\$	0.25	
45	PAVEMENT SEALER 8"	500	LF	\$	0.32	\$	0.32	\$	0.50	\$	0.50	
46	PAVEMENT SEALER 12"	500	LF	\$	1.50	\$	1.50	\$	1.40	\$	1.40	
47	PAVEMENT SEALER 18"	500	LF	\$	1.75	\$	175.00	\$	2.00	\$	2.00	
48	PAVEMENT SEALER 24"	250	LF	\$	3.00	\$	3.00	\$	2.67	\$	2.67	
49	W/K ZN PAV MRK SHT TERM (TAB)TY W (REMOVAL ONLY)	5000	EA	\$	0.40	\$	0.40	\$	1.06	\$	1.06	
50	W/K ZN PAV MRK SHT TERM (TAB)TY Y (REMOVAL ONLY)	5000	EA	\$	0.40	\$	0.40	\$	1.06	\$	1.06	

\* TRP Construction Group non responsive bid submitted

**Commissioners Court - Regular Session****51.****Meeting Date:** 12/22/2020

SE Loop contract

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Sylvia Rivera for right of way needed on the SE Loop project (Parcel 11). Funding Source: Road BONds P463

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Rivera Contract

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 09:55 AM

Form Started By: Charlie Crossfield

Started On: 12/17/2020 09:50 AM

Final Approval Date: 12/17/2020

## **REAL ESTATE CONTRACT**

Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SYLVIA RIVERA (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

**Lot 31, Block B, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in a Deed to Sylvia Rivera, a single woman, recorded as Document No. 2001087951, Official Records of Williamson County, Texas (Parcel 11);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property shall be the sum of THREE HUNDRED THOUSAND and 00/100 Dollars (\$300,000.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed under the threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before December 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property on or before January 31, 2021.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.



- (b) Purchaser agrees that Seller shall not be required to vacate and surrender possession of the Property, subject to removal of the Retained Items described in the Deed in Exhibit "A", until on or before January 31, 2021.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively as incurred.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by

the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

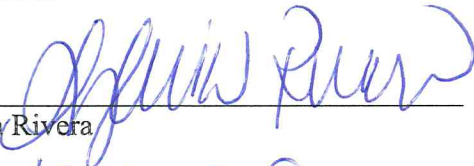
Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*



**SELLER:**

  
\_\_\_\_\_  
Sylvia Rivera  
Date: 12-10-2020

Address: 130 Estate Cove  
Hutto, Texas 78634

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

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

# EXHIBIT "B"

Parcel 11

## DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That SYLVIA RIVERA, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

**Lot 31, Block B, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in a Deed to Sylvia Rivera, a single woman, recorded as Document No. 2001087951, Official Records of Williamson County, Texas (Parcel 11)**

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: refrigerator, stove & hood range, kitchen track lighting, dining room chandelier, living room ceiling fan, office ceiling fan, driveway and edging landscape stones (the "Retained Improvements").

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before January 31, 2021, subject to such extensions of time as may be authorized by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever, and Grantee shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements bisected by the acquisition of the Property.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 10<sup>th</sup> day of December, 2020.

*[signature page follows]*

**GRANTOR:**

  
Sylvia Rivera

**ACKNOWLEDGMENT**

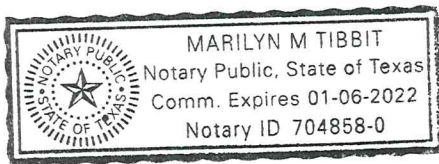
STATE OF TEXAS

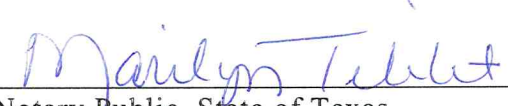
COUNTY OF

Williamson

§  
§  
§

This instrument was acknowledged before me on this the 10<sup>th</sup> day of December, 2020 by Sylvia Rivera, in the capacity and for the purposes and consideration recited therein.



  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****52.****Meeting Date:** 12/22/2020

SE Loop Relcocation Claim

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a claim for fixed moving expense on Parcel 12 (Miller).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Miller Relocation Claim

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 09:56 AM

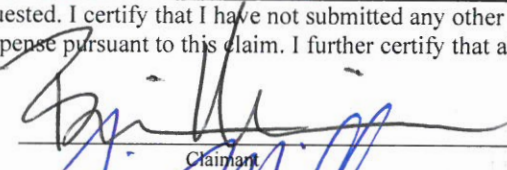
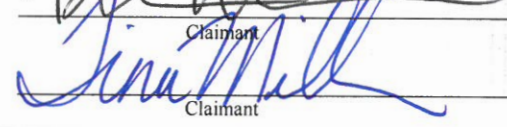
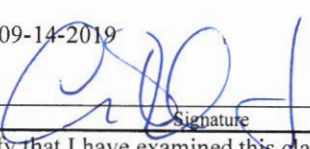
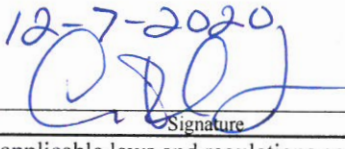

Form Started By: Charlie Crossfield

Started On: 12/17/2020 09:53 AM

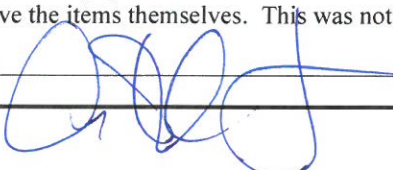
Final Approval Date: 12/17/2020



# CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Brian Miller and Tina Miller	Parcel No.: 12	County: Williamson			
	Project: Corridor A-1 SE Loop				
	4. Occupancy of Property Acquired by County				
	From (Date): 02-01-2001		To (Date of Move): 12-01-2020		
2. Address of Property Acquired by County: 128 Estate Cove Hutto, Texas 78634	5. Controlling Dates		Mo.	Day	Yr.
	a. First Offer in Negotiations		09	14	2019
	b. Date Property Acquired		11	01	2019
	c. Date Required to Move		12	31	2020
Apt. No.:	6. Dwelling:(house, apartment, etc.)				
	<input checked="" type="checkbox"/> Owner-occupied <input type="checkbox"/> Tenant		<input type="checkbox"/> Furnished <input checked="" type="checkbox"/> Unfurnished		
3. Address Moved To: 5229 Orsini Bluffs Round Rock, Texas 78665	(1) Number of Rooms:		1		
	(2) Payment Schedule Amount		\$ 600.00		
	(3) Total Amount of Claim:		\$ 600.00		
	Apt. No.:				
7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.					
12/3/2020 Date of Claim		 Claimant			
		 Claimant			
<b>Spaces Below to be Completed by County</b>					
8. Type occupancy and number of rooms verified prior to move on:			9. Vacancy verified on:		
Date: 09-14-2019			Date: 12-7-2020		
By:  Signature			By:  Signature		
I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.					
This claim is recommended for payment. This claim is recommended for payment as follows:					
12-7-2020 Date		Amount of \$ 600.00  Relocation Agent			
APPROVED					
Date		Williamson County Judge			

### Breakdown of Room Count Claim

Print or Type All Information		
Room Description	Number of Rooms in Unit	Number of Rooms in Claim
Living Room		
Dining Room		
Kitchen		
Family Room		
Bedroom		
Study	1	1
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
<b>Others</b>		
Basement		
Garage 2 car attached garage		
Storage Room		
Attic		
Utility Room		
Storage Building		
<b>Total</b>	<b>1</b>	<b>1</b>
<p><b>Remarks:</b> (Where totals in the two columns differ by line item explain in "Remarks")</p> <p>This was a trophy room there were numerous animal mounts that requires special handling to be moved. The displacee chose to move the items themselves. This was not part of the Accurate Moving LLC or Liberty Safes moving costs.</p> <p>Signed </p>		

**Moving Expense Schedules A & B**

**A. UNFURNISHED UNITS - Occupant owns furniture.**

No. of Rooms	One	Two	Three	Four	Five
Amount	\$600	\$800	\$1,000	\$1,200	\$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	\$1,600	\$1,750	\$1,900	\$150	-

**B. FURNISHED UNITS - Occupant does not own furniture.**

First Room	Each Additional Room
\$400	\$50



## CERTIFICATION OF ELIGIBILITY

SE Loop (Corridor A-1)

Parcel: 12

Displacee: Brian Miller and Tina Miller

### Individuals, Families and Unincorporated Businesses or Farming Operations

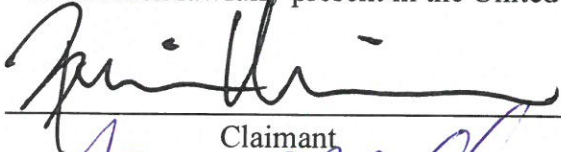
I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

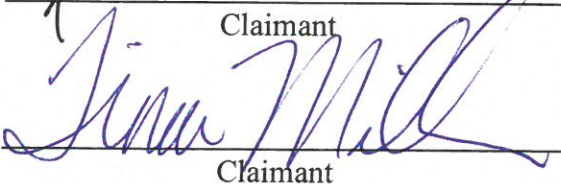
☐ Aliens lawfully present in the United States

\* If an Alien lawfully present in the United States, supporting documentation will be required.

  
\_\_\_\_\_  
Claimant

Date:

9/14/19

  
\_\_\_\_\_  
Claimant

Date:

9/14/19

### Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

\_\_\_\_\_  
Claimant

Date:

**Commissioners Court - Regular Session**

**53.**

**Meeting Date:** 12/22/2020

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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.)

**A. Real Estate Owned by Third Parties**

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 278
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for CR 366.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

**y) Discuss the acquisition of the MKT Right of Way**

**B. Property or Real Estate owned by Williamson County**

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Potential governmental uses for 8th Street downtown parking lot
- c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- d) Discuss property usage at Longhorn Junction
- e) Discuss sale of excess 183A right of way to abutting property owner.
- f) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- g) Discuss Blue Springs Boulevard
- h) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

## Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

*No file(s) attached.*

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### Form Review

#### Inbox

County Judge Exec Asst.

#### Reviewed By

Andrea Schiele

#### Date

12/17/2020 10:28 AM

Form Started By: Charlie Crossfield

Started On: 12/17/2020 10:25 AM

Final Approval Date: 12/17/2020

**Commissioners Court - Regular Session****54.****Meeting Date:** 12/22/2020

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty
- l) Project Long Haul
- m) Project Bon Jovi
- n) Project Crystal

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

12/17/2020 10:29 AM

Form Started By: Charlie Crossfield

Started On: 12/17/2020 10:26 AM

Final Approval Date: 12/17/2020