

## **Williamson County Performance Guarantees**

### **Benefit Advisory Help Line:**

**Inquiry Guarantee: 15% of Monthly Retainer\*\***

Smith & Associates guarantees that we will respond to 95% of all phone and email inquiries within 1 business day (all holidays excluded); 2 business days (all holidays excluded) for all mail and fax inquiries\*:

- Respond to phone, fax, email and mail inquiries regarding all Williams County's benefit plans (Medical, Dental, Flex, Life, Disability and Vision).
- Maintain a Toll-Free number for employees to call between 8:30-5:00 pm Central Time.
- Maintain a secure fax number for the receipt of Private Health Information for plan members to fax information regarding their benefits.
- Maintain a secure email address for receipt of employee questions.

*\* All emails, phone messages and faxes received Monday – Thursday will be acknowledged within 1 business day. All emails, phone messages, and faxes received on Friday/holiday will be acknowledged the next business day. A response is defined as any effort made to acknowledge the receipt of the inquiry. Leaving a voice message on a member's voice mail or replying to an email will constitute but is not limited to a response. Actual resolution to any problem or inquiry is dependent on efforts by third parties for which we have no control and is not included in this Guarantee.*

**Inquiry Resolution Guarantee: 10% of Monthly Retainer\*\***

Smith & Associates will work diligently to get a resolution to members as quickly as reasonably possible. We will guarantee that we will provide the County with a monthly report of inquiry types and resolution timeframes, and that we will provide members with available information so that their issues can be resolved if a resolution is an option for the members. The County acknowledges that many health plan issues require action be taken by the member or other third party members for which Smith & Associates has no control. Therefore, Smith & Associates will not be liable if third parties fail to act to resolve any issue on behalf of members or if there is no resolution available. Smith & Associates does not have control over benefit design or operations at a third party health plan vendors and does not guarantee any resolution. We will determine what may be done to resolve any inquiries and assist members with the resolution if one is available. The County acknowledges that we cannot guarantee that we will be able to resolve any issue in a manner that is satisfactory to the members because some issues are inherent to plan design and administrator discretion. However, we will work to present the members with the options, if any, and present steps necessary to reach a resolution if it is available. Smith & Associates will not be responsible for assisting members with any legal issues or recoveries from any third parties.

### **Williamson County Meeting Attendance:**

**25% of Monthly Retainer\*\*:**

- Attend all Williamson County Health Benefits Committee Meetings

- Attend all Williamson County Commissioners Court Meetings when Benefits are being discussed as agreed upon in advance. All other meetings will be attended on a best effort basis with 48 hours advance notice.

### **Financial Services and Reporting Guarantee:**

#### **50% of Monthly Retainer\*\***

Smith & Associates will guarantee that all reasonable steps will be taken to assist the County with financial projections based on known factors at the time of the projections. We will provide the County with written financial projections that reflect the current cost factors of the plan at the time with any applicable caveats that must be included in the calculation of this Guarantee. All of our projections are based on information provided by third party vendors and the accuracy of that information is beyond our control and can not be included in this Guarantee. We will guarantee that our funding projections will not exceed our estimates within acceptable standards (5%). All caveats will be presented at the time of the projections.

Smith & Associates reserves the right to caveat any and all financial assumptions at the time of the reported assumptions based on the unknown and potential risk factors of the plan at the time of the reporting. Smith & Associates cannot be liable for unreported factors or changes by third party vendors of the County. The County acknowledges that certain plan factors are beyond our control and may not be included in this guarantee. Such factors include, but are not limited to, the following:

- Large claim activity as defined by industry standard of 2.5 per 1,000 lives on the plan.
- Material changes in census as defined by a change of more than 10%.
- Errors in the administration of the plans from third party vendors or financial changes from third party vendors (e.g. the loss of specific providers from a vendor, PPO network, changes in network discounts and other third party factors beyond the control of Smith & Associates.)
- Legislative Changes

Smith & Associates' reporting to the County will reflect the financial situation of the plans at that time based on all reporting provided to Smith & Associates. The County acknowledges that all financial assumptions and projections provided by Smith & Associates is directly determined by the reporting provided by third party vendors like United Healthcare. Smith & Associates is not responsible if the information provided by the third party vendors is not accurate nor any projections made on such data. The accuracy of all data used by Smith & Associates will have a material effect on our projections and analysis.

***\*\*The Financial Guarantees in regards to the Monthly Retainer will apply to each specific month in which a potential incident occurs.***