



## Travis County Commissioners Court Agenda Request

**Meeting Date:** November 19, 2013

**Prepared By/Phone Number:** C.W. Bruner, 512-854-9763, Purchasing

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Consider and take appropriate action on request to issue Request for Proposal (RFP) No. 1311-003-CW, for professional services associated with Health Plan Third Party Administration (includes Case/Disease Management, Wellness, COBRA and Retiree Billing Services) and Pharmacy Benefit Management and for fully-insured Vision and Specific Stop Loss coverage.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The contract for Third Party Administration of the Travis County Health Plans with United Healthcare (UHC) has been in force since October 1, 2001. This contract includes services for the payment of claims, provider network utilization and discounts, case and disease management, plan reporting, COBRA administration, retiree health plan billing, vision insurance and certain wellness programs. The contract also includes the Pharmacy Benefit Management services with Optum Rx.

HRMD and Purchasing feel the County would benefit from the competitive bid process for these services and have prepared a Request for Proposal (RFP). The document has been reviewed by the HRMD, County Attorney, and Purchasing staff, as well as the contracted consultant, Gallagher Benefit Services. The RFP includes a request for proposals for the following services:

- Health Plan Third Party Administration (includes case/disease management, claims payment, wellness programs, provider network and discounts, COBRA administration and retiree billing)
- Pharmacy Benefit Manager

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

- Stop Loss Insurance
- Vision Insurance

HRMD and Purchasing are requesting the Court to authorize issuance of RFP No. 1311-003-CW as the next step of the procurement process to solicit proposals. The RFP is attached for the Court's review and approval.



# HRMD

## Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

November 12, 2013

TO: C.W. Bruner, Purchasing Agent

FROM: John Rabb, Benefit Manager 

SUBJECT: Recommendation for the release of the Solicitation for Health Plan Third Party Administration, Pharmacy Benefit Management, Vision Coverage and Stop Loss Insurance for Fiscal Year 2015.

The contract for Third Party Administration of the Travis County Health Plans with United Healthcare (UHC) has been in force since October 1, 2001. This contract includes services for the payment of claims, provider network utilization and discounts, case and disease management, plan reporting, COBRA administration, retiree health plan billing, vision insurance and certain wellness programs. The contract also includes the Pharmacy Benefit Management services with Optum Rx.

We feel the County would benefit from the competitive bid process for these services and have prepared a Request for Proposal (RFP) for the solicitation of proposals. The document has been reviewed the HRMD staff, County Attorney staff and the contracted consultant, Gallagher Benefit Services, and includes a request for bids for the following services:

- Health Plan Third Party Administration (includes case/disease management, claims payment, wellness programs, provider network and discounts, COBRA administration and retiree billing)
- Pharmacy Benefit Manager
- Stop Loss Insurance
- Vision Insurance

We recommend the Purchasing Department release the prepared RFP. An evaluation committee will be formed to evaluate, score and then recommend the awarding of a contract to Commissioners Court with an effective date of October 1, 2014 (FY 15). The competitive bid process will ensure the County is receiving the best value and rates for the services and coverage's listed above.

If you have any questions, please contact John Rabb at 854-2742.



# TRAVIS COUNTY PURCHASING OFFICE

*Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent*

700 Lavaca, Suite 800, Austin, Texas 78701 Office (512) 854-9700 Fax (512) 854-9185

November 19, 2013

Dear Proposers:

You are invited to submit proposals in accordance with the attached requirements packet for:

REQUEST FOR PROPOSALS (RFP) # 1311-003-CW for professional services associated with Health Plan Third Party Administration (includes Case/Disease Management, Wellness, COBRA and Retiree Billing Services) and Pharmacy Benefit Management and for fully-insured Vision and Specific Stop Loss coverage.

Proposals shall be submitted with ONE (1) ORIGINAL (MARKED "ORIGINAL"), with SEVEN (7) COPIES AND THREE (3) ELECTRONIC VERSIONS OF THE PROPOSAL, submitted on THREE (3) "flash" drives, to the Travis County Purchasing Agent no later than **10:00 A.M. CST, January 7, 2014 at 10:00 A.M. CST**. Proposals will be opened at **10:00 A.M. CST, January 7, 2014**.

The street address of the Travis County Purchasing Agent is 700 Lavaca, Suite 800, Austin, Texas 78701. The mailing address is P.O. Box 1748, Austin, Texas 78767.

For any information related to this Solicitation, Proposers may only contact Cyd Grimes, Purchasing Agent; Bonnie Floyd, Assistant Purchasing Agent; or C.W. Bruner, Purchasing Agent Assistant IV. Contact with any other person associated with this Solicitation may result in disqualification of the proposal.

**NOTE: During this procurement process, potential Proposers SHALL NOT contact individual members of the Travis County Commissioners Court regarding this solicitation. Any such contact may result in disqualification of the proposal.**

Your consideration of this proposal request is appreciated.

Sincerely,

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., CPPO  
Purchasing Agent

**TRAVIS COUNTY**  
**REQUEST FOR PROPOSALS (RFP) # 1311-003-CW**  
**Health Plan Third Party Administration (TPA), Pharmacy Benefit Management (PBM), Fully Insured Vision**  
**and Specific Stop Loss Coverage**

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The following attachments will be included in the contract **FOR TPA and PBM**:

Contract Attachment A	Description of Services, Schedules, and Deliverables *
Contract Attachment B	Fee Rates, Payment Schedule and Invoicing Requirements *
Contract Attachment C	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts **
Contract Attachment D	Ethics Affidavit **
Contract Attachment E	Business Associate Agreement

\* To be negotiated.

\*\* In Solicitation Attachments for completion.

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The following attachments will be included in the contract **FOR FULLY INSURED COVERAGE**:

Contract Attachment A	Description of Services, Specimen Policy, and Report Deliverables *
Contract Attachment B	Premium Rates, Levels of Coverage, Payment Schedule and Invoicing *
Contract Attachment C	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts **
Contract Attachment D	Ethics Affidavit **

\* To be negotiated.

\*\* In Solicitation Attachments for completion.

**The following Solicitation Attachments Apply to the TPA, PBM and Fully Insured Coverage's:**

Solicitation Attachment 1	Statement of Proposed Services
Solicitation Attachment 2	Questionnaires ***
Solicitation Attachment 3	References
Solicitation Attachment 4	Ethics Affidavit
Solicitation Attachment 5	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
Solicitation Attachment 6	Conflict of Interest Questionnaire
Solicitation Attachment 7	Historically Underutilized Business (Hub) Program Subcontracting Declaration
Solicitation Attachment 8	Travis County Summary Plan Description (6 plans) ***
Solicitation Attachment 9	Census Data ***
Solicitation Attachment 10	De-identified Health Plan Claim Detail ***
Solicitation Attachment 11	De-identified Pharmaceutical Claims Experience ***
Solicitation Attachment 12	FY2014 Travis County Benefits Guide ***
Solicitation Attachment 13	Current Third Party Administration Agreement ***
Solicitation Attachment 14	Current Stop Loss Agreement ***
Solicitation Attachment 15	Monthly Claim Summary, Membership by Month and Large Loss Claim Information ***
Solicitation Attachment 16	Current Health Plan Network Provider Listing ***
Solicitation Attachment 17	Current Vision Plan Network Provider Listing ***

\*\*\* See Part I, Section B, Subsection 2.4 for how to request these solicitation attachments.

#### **IMPORTANT NOTES:**

The above information is protected under the HIPAA Privacy Regulations and must be handled accordingly. Travis County has endeavored to assure the accuracy of the attached data but provides no guarantee.

**TRAVIS COUNTY**  
**REQUEST FOR PROPOSALS (RFP) # 1311-003-CW**  
**Health Plan Third Party Administration (TPA), Pharmacy Benefit Management (PBM), Fully Insured Vision**  
**and Specific Stop Loss Coverage**

**PART I - GENERAL REQUIREMENTS**

**PART I, SECTION A - GENERAL INFORMATION**

**1.0 PURPOSE:**

Travis County seeks a contract with a company who demonstrates a commitment to help the County meet its objectives. Travis County Purchasing Agent is requesting proposals from qualified firms authorized to do business in the State of Texas and capable of providing one or more of the following services for Travis County (the "County"):

1. Health Plan Third Party Administration (includes Disease/Case Management, Wellness, COBRA administration and Retiree Billing) and
2. Pharmacy Benefit Management and
3. Fully insured Specific Stop Loss Coverage and
4. Fully insured Vision Coverage

**2.0 INCURRED EXPENSES:**

There is no expressed or implied obligation for Travis County to reimburse Proposers for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. All costs directly or indirectly related to preparation of a response to this Solicitation or any oral presentations required to supplement and/or clarify a Proposal which may be required by the County are the sole responsibility of the Proposer. Travis County will consider proposals from all responsible Proposers.

**3.0 SUBMISSION OF PROPOSAL:**

3.1 To be considered, proposals shall be submitted with ONE (1) ORIGINAL (MARKED "ORIGINAL"), with SEVEN (7) COPIES AND THREE (3) ELECTRONIC VERSIONS OF THE PROPOSAL, SUBMITTED ON THREE (3) FLASH DRIVES to the Travis County Purchasing Agent no later than 10:00 A.M. CST, January 7, 2014 at 10:00 A.M. CST. Proposals will be opened at 10:00 A.M. CST, January 7, 2014. All proposals must be addressed to:

**All hard copy proposals shall be addressed to either:**

*(Street address)*  
**Cyd Grimes**  
**Travis County Purchasing Agent**  
**700 Lavaca, Suite 800**  
**Austin, Texas 78701**

*(Mailing address)*  
**Cyd Grimes**  
**Travis County Purchasing Agent**  
**P.O. Box 1748**  
**Austin, Texas 78767**

3.2 The envelope in which the proposal is enclosed shall be marked:

**SEALED PROPOSAL**  
**REQUEST FOR PROPOSALS (RFP) # 1311-003-CW**  
**Health Plan TPA, PBM, Fully Insured Vision and Specific Stop Loss Coverage**  
**DO NOT OPEN IN MAILROOM**

- 3.3 Proposals submitted by electronic transmission other than as instructed above will not be considered; however, proposals may be modified by electronic transmission if the modification is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by the modification.
- 3.4 Proposals responding to the four services in the RFP may be prepared separately or as a single Proposal. Because these services are complementary, the County has requested proposals simultaneously and will review the proposals together. County will conduct as much of the solicitation process for the four services together as is legally appropriate. For instance, there will be one Pre-Proposal Conference to discuss all services. However, the County will evaluate the proposals for the services separately and in compliance with the different legal requirements that apply to the solicitation of each service.

4.0 LATE PROPOSALS OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submission will not be considered.

5.0 PRE-PROPOSAL CONFERENCE:

An Optional pre-proposal conference is scheduled for all prospective proposers as follows:

DATE: December 4, 2013  
TIME: 02:00 P.M CST  
PLACE: Travis County  
Multifunction Conference Room, 1<sup>st</sup> Floor  
700 Lavaca Street  
Austin, Texas 78701

- 5.1 Proposers are encouraged to attend the Pre-Proposal conference and make their attendance a matter of record by completing a sign-in roster identifying the prospective proposer, name, and title of their attending representative.
- 5.2 The purpose of the Pre-Proposal Conference is to insure;
- 5.2.1 a clear understanding of County needs,
- 5.2.2 the accuracy of requirements, descriptions, and solicitation terms, conditions, and documents, and
- 5.2.3 identification of any problems which might prevent obtaining the proper services at a fair and reasonable price, or any issues that inhibits a fair and accurate solicitation or restricts competition.

5.3 Any changes resulting from the Pre-Proposal Conference which affect requirements or the scope of work, or which may require an extension to the proposal opening date will be reduced to writing in the form of an amendment to this solicitation. Such amendment will be disseminated to all proposers that have obtained copies of this solicitation from BidSync.

#### 6.0 WITHDRAWAL OF PROPOSALS:

A proposal may not be withdrawn or cancelled by the Proposer without the permission of Travis County Commissioners Court for one hundred fifty (150) days following the date designated for the submission of proposals, and a Proposer agrees to this by submitting a proposal. All Proposals are valid for a period of one hundred fifty (150) calendar days subsequent to the date designated for submissions of proposals unless a longer acceptance period is offered in the Proposal.

#### 7.0 POINTS OF CONTACT:

Information regarding the purchasing process, the contents of this Solicitation, or questions concerning the technical requirements in Part II may be obtained from C.W. Bruner, Purchasing Agent Assistant IV, Travis County Purchasing Office, 700 Lavaca, Suite 800, Austin, Texas, Telephone (512) 854-9760, c.w.bruner@co.travis.tx.us. Mention the Solicitation number at the top of this page.

#### 8.0 CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS:

If any person contemplating submitting a proposal is in doubt as to the true meaning of the requirements or other documents or any part of them, that person may submit questions to the Purchasing Agent on or before TEN CALENDAR DAYS BEFORE the proposal is due. All such requests for information shall be made in writing and the person submitting the request is responsible for its prompt delivery. Any interpretation of this Solicitation is made only by Solicitation Amendment issued by the Purchasing Agent. A copy of such Solicitation Amendment is mailed or delivered to each person that received a solicitation from the Travis County Purchasing Agent. Any Solicitation Amendment shall clearly state whether the interpretation related to the professional services or the fully insured coverage portion of this Solicitation.

#### 9.0 GENERAL CONDITIONS:

Proposer shall thoroughly examine the technical requirements, performance parameters, instructions and all other contract documents. Proposal shall set forth accurate and complete information as required by this Solicitation (including attachments) for the services being proposed. No plea of ignorance by the Proposer of conditions that exist or that may exist later as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Travis County or the compensation to the Proposer.

#### 10.0 ETHICS POLICY:

County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that the County considers to be influential in this contract are called Key Contracting Persons and are listed in

the Exhibit A to the Affidavit at the end of Part I. The transactions that are covered by the Ethics Policy are those that involve either of the following:

- 10.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or
- 10.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- 10.3 But does not include:
  - 10.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
  - 10.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
  - 10.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

This policy requires a Proposer to inform Travis County of covered transactions with the Key Contracting Persons that have occurred in the year before they submit their proposals and to swear and submit the affidavit at the end of this section with their proposal. This policy also requires the selected Proposer not to enter into covered transactions with the Key Contracting Persons at any time during the contract. If the selected Proposer does not comply with these information requirements, the selected Proposer shall continue to perform the contract and forfeit all of the benefits of the contract as provided in 9.0 of the General Provisions in Part IV-For TPA and PBM for the Health Plan Third Party Administration (includes Disease/Case Management, Wellness, COBRA and Retiree Billing) and Pharmacy Benefit Management services and in 22.0 of the General Provisions in Part IV-For Fully Insured Coverage for the Specific Stop Loss Coverage and Vision Coverage.

## 11.0 COMPLIANCE WITH THE TEXAS PUBLIC INFORMATION ACT

Travis County is subject to the Texas Public Information Act. Proposers should be aware that this act requires Travis County to provide copies of its records whenever a member of the public requests the information. There are exceptions to disclosure of records that protect truly proprietary information, copyrights and other intellectual property. However, submissions must be made to the Attorney General each time a request is made and these must be supplemented by the proposer if the materials are to be treated as an exception to disclosure. Being aware of this requirement and being discreet in claims of confidentiality are appreciated.

## 12.0 HUB PROCUREMENT PROGRAM:

### 12.1 General Information

- 12.1.1 It is the policy of Travis County that HUBs will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program goals in the Construction category is an Overall 13.7% Minority-Owned Business Enterprise (MBE) goal and an Overall 13.8% Women-Owned Business Enterprise (WBE) goal (Sub-goals: 1.7% African-American, 9.7% Hispanic-American, 2.3% Native/Asian-American). The program strongly encourages prime contractors to initiate a “Good Faith Effort” to provide subcontracting opportunities to Certified HUBs.
- 12.1.2 To be considered as a “Certified HUB” the contractor and/or subcontractors shall have officially been certified as a HUB, M/WBE, or a Disadvantaged Business Enterprise (DBE) by the State of Texas, the City of Austin, or the Texas Unified Certification Program, and hold a current certification at the time the contract or subcontract is entered into.
- 12.1.3 A “Subcontractor,” for the purpose of this section, is defined as any contractor/vendor who provides supplies, materials and/or services to a second contractor/vendor if the supplies/materials/services are used in fulfillment of the second contractor’s/vendor’s contractual obligations with the County.

## 12.2 REQUIREMENTS DURING PROCUREMENT PROCESS

- 12.2.1 During the procurement process, there are certain requirements the Proposer will be requested to fulfill as they relate to the utilization of HUBs. In fulfilling these requirements, the HUB SUBCONTRACTING DECLARATION FORM, found in this section, should be completed and returned with the bid.
- 12.2.2 Please type or print all required information required in the appropriate SECTION(S) of this Form. **FAILURE TO COMPLETE THE APPLICABLE SECTION(S) OF THIS FORM MAY RESULT IN YOUR BID OR PROPOSAL BEING DISQUALIFIED.**
- 12.2.3 By completing this form and listing the Certified HUB Subcontractors, you (Prime Contractor) indicate that you have contacted the listed HUBs and the authorized representatives agree as to price, terms and conditions, and scope of the proposed subcontract. Should this contract be awarded to your company you agree to subcontract with the listed HUBs for the price and at the terms, conditions, and scope as disclosed.

## 12.3 CONTRACT REQUIREMENTS

- 12.3.1 The Travis County Purchasing Office implemented an electronic reporting system (Vendor Tracking System) to eliminate standard forms, and streamline the current manual process of tracking payments to all first-tier subcontractors/sub-consultants by performing all such tracking procedures electronically.
- 12.3.2 The selected contractor is responsible for the use of the system, and must require all subcontractors to be responsible for system reporting.
- 12.3.3 Training and additional information regarding the use of this system will be provided to the selected Contractor by Travis County Purchasing Office HUB staff after contract award, but prior to commencement of contract performance.

If you have any questions regarding this system or difficulty in locating Certified HUB Subcontractors contact the Travis County HUB staff at (512) 854-9700 for assistance.

### **PART I, SECTION B -REQUIRED DOCUMENTATION**

1.0 The following documentation shall be submitted with the proposal. Paragraph 2.0 lists documentation that will be used in the evaluation of the proposal. Paragraph 3.0 lists other documents that shall be submitted. Please note this Section B may not address all documentation required by this Solicitation. The Proposer is cautioned to read the entire Solicitation document to determine all requirements. **TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL WHICH DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS SOLICITATION DOCUMENT.**

2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted in the following format:

2.1 Tab 1 - Title Page

Title page must show the Solicitation subject, making note of which of the four services are proposed; the Proposer's legal business name; the name, address, and telephone number(s) of the designated individual(s) who will be responsible for answering technical and contractual questions with the respect to the proposal; and the date of the proposal.

2.2 Tab 2 - Transmittal Letter

Submit a signed letter briefly addressing the Proposer's understanding of the work to be done, the commitment to do the work detailed within this Solicitation, and a statement explaining why the Proposer believes itself to be best qualified to do the required work.

2.3 Tab 3 – Statement of Services Proposed

Complete the Statement of Services Proposed provided in Solicitation Attachment 1 and insert it in your proposal after the Transmittal Letter.

2.4 Tab 4 - Description of Proposer

The description must include the services the Proposer is proposing to provide, the number of employees both inside and outside of Travis County, and a description and location of service facilities and a description of Proposer's entity status.

2.5 Tab 5 - Detailed Proposal

The detailed proposal must address the ability to provide services for each requirement of the Solicitation related to Health Plan Third Party Administration (which includes Case/Disease Management, Wellness, COBRA administration and Retiree Billing Services) and Pharmacy Benefit Management as set forth in Parts II-For TPA and PBM through IV-For TPA and PBM of this Solicitation if these services are being proposed. In addition, the detailed proposal must include a completed questionnaire for the services proposed.

- 2.5.1 The detailed proposal must address the ability to provide services for each requirement of the Solicitation related to Specific Stop Loss Coverage and Vision Coverage as set forth in Parts II- For Fully Insured Coverage through IV- For Fully Insured Coverage of this Solicitation if these services are being proposed. In addition, the detailed proposal must include the completed Solicitation Attachment 2 – Questionnaires for the services proposed.

The questionnaires must be requested from C.W. Bruner, Purchasing Agent Assistant IV, via email at c.w.bruner@co.travis.tx.us. All proposers must include a completed questionnaire for General Information. Proposers must also include a completed questionnaire applicable for each of the services proposed:

1. General Information;
2. Health Plan Third Party Administration (which includes, Case/Disease Management, Wellness, COBRA administration and Retiree Billing Services);
3. Pharmacy Benefit Management;
4. Fully Insured Specific Stop Loss Coverage; and
5. Fully Insured Vision Coverage

The questionnaire must be completed on the form submitted for each of the services you are proposing.

See especially Part I, Section C, Evaluation and Award Criteria for information required.

## 2.6 Tab 5 – Fees

- 2.6.1 Each proposal must provide all fees and rates proposed for the services. In evaluating fees provided the County will also consider discounts proposed to determine the best value. The County is requesting that, regardless of the format in which fees are quoted, that a separate quote be provided for each line of coverage, broken down as follows:

Part I – Medical ASO Fees  
 Claim Administration Fees  
 Network Access Fee  
 Disease Management Fees  
 Case Management Fees  
 Wellness Fees  
 Utilization Review/Large Case Management Fees  
 Coordination of Benefit Fee  
 Subrogation Fees  
 Shared Savings Fees  
 Reporting Fees  
 Wellness Fees  
 Fees to Integrate with Outside Stop Loss  
 Fees to Integrate with Outside PBM  
 COBRA Administration Fees  
 Retiree Billing Fees

If a bundled PEPM Fee is quoted please also break out the fee into the above categories. Any additional fees for custom reports, etc. must be outlined.



Part II – Pharmacy Benefit Management Fee

Part III – Specific Stop Loss Premium

Part IV – Vision Coverage Premium

- Employee Only
- Employee + Child
- Employee + Children
- Employee + Adult
- Employee + Adult + Child
- Employee + Adult + Children

2.6.2 Rates for expense reimbursement must be stated on an appropriate unit basis. If Proposer wants increases in fees at the beginning of each option period, these must be stated in the proposal by a year to year basis for each proposed service.

2.6.3 Formula for Fee or Premium Increase for Option Years and Fee or Premium Caps for Options Years if Proposer wants an adjustment of the rates in the option periods must be stated in a manner that results in a certain or ascertainable fee or premium.

2.7 Tab 6 – Sample Reports

Each proposal must provide sample reports the Proposer currently uses for each proposed service and details, specific to electronic downloads, of the reports that would be made available to Travis County.

2.8 Tab 7 – Re-Pricing of Claims Data

Each proposal must provide re-pricing information based on the health and pharmacy claim data included in Solicitation Attachment 10 – De-identified Health Plan Claim Detail and Solicitation Attachment 11 – De-identified Pharmaceutical Claims Experience.

2.9 Tab 8 - Complete and submit the following documents:

2.9.1 Solicitation Attachment 1 – Statement of Proposed Services

2.9.2 Solicitation Attachment 3 – References

2.9.3 Solicitation Attachment 4 – Ethics Affidavit (Notarized)

2.9.4 Solicitation Attachment 5 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

2.9.5 Solicitation Attachment 6 – Conflict of Interest Questionnaire

2.9.6 Solicitation Attachment 7 – Historically Underutilized Business (Hub) Program Subcontracting Declaration

- 2.9.7 Contract provisions detailing terms and conditions not covered in Solicitation
- 2.9.8 Fee compensation
- 2.9.9 All other information required by this Solicitation
- 2.10 Tab 9 – Deviations from the RFP terms and conditions in the respective Parts II through IV, as applicable to the services proposed.

For any deviations requested, the Proposer must clearly indicate each deviation and indicate the alternative language requested along with the business need for the alternative language. The failure to identify deviations or proposed changes with a full explanation constitutes acceptance by the Proposer of the terms and conditions proposed by the County in this Solicitation.

**NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

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## PART I, SECTION C - ADDITIONAL INFORMATION

### 1.0 PRE-AWARD SURVEY:

After proposal opening and prior to award, County reserves the right to make a pre-award survey of Proposer's facilities and equipment to be used in the performance of this work. Proposer agrees to allow all reasonable requests for inspection of facilities with two (2) calendar days advance notice. Failure to allow an inspection shall be cause for rejection of a proposal as non-responsive. Travis County reserves the right to reject facilities or equipment as unacceptable for performance as a result of the pre-award survey.

### 2.0 PROPOSAL DISCLOSURE:

Proposals will be opened so as to avoid disclosure of the contents to competing Proposers. Proposals will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award except for information that qualifies as trade secrets and confidential information under the Texas Open Records Act if this information is identified as confidential by the Proposer.

### 3.0 EVALUATION FACTORS FOR TPA AND PBM:

Travis County will consider several evaluation factors, of which price is only one factor. The selection process will be based on the responses for the TPA and PBM services in this RFP, and any interviews/demonstrations required to verify the ability of Proposer to provide the services/products proposed in response to this document, along with reference checks. Evaluation factors and associated point values are listed in order of importance:

<b>Evaluation Category Description</b>	<b>Total Possible Points – 1,000</b>
--	--------------------------------------

<b>I. Health Plan TPA Services</b>	<b>500 Points</b>
------------------------------------	-------------------

#### Administrative Services

- Competitive pricing for all services
- Ability to add Out-of-Network providers to Network when requested
- Ability to integrate with outside vendor(s)
- Ability to accept downloads from outside vendor(s) and frequency that downloads are updated

#### Medical Claims Administration

- Quality, performance and accuracy
- Guarantees on claim resolution for members and for Travis County
- Human Resources Staff
- Claims payment system
- Dedicated Account Manager and tenure
- Customer service response times
- Flexibility

#### Networks

- Provider disruption
- Level of network discounts
- Ability to provide actual discounts, down to specific claim level

**Cost Containment Programs**

- Utilization Review and Large Case Management
- Disease Management
- Case Management
- Return on investment for programs
- Coordination of Benefits
- Subrogation

**Wellness Programs**

- Biometric Screenings, HRA
- Web/Smartphone Tools
- Wellness challenges
- Health coaches
- Return on investment

**Reporting**

- Standard reports
- Custom reports
- Flexibility
- Ability to incorporate clinic data into reports
- Ad Hoc reporting capabilities

**Website**

- Employer portal
- Participant portal
- Ability to view claims history and prescriptions
- Transparency Tools

**Intangibles****Financial Viability****II. Pharmacy****250 Points****Pharmacy**

- Competitive pricing
- Transparent pricing
- Rebates
- Covered PDL
- Specialty Rx
- Mail Order
- Retail Pharmacy Network
- Ability to provide Rx repricing down to the actual claim and pharmacy level

**Reporting**

- Standard reports
- Custom reports
- Flexibility
- Ability to incorporate clinic data into reports

- Ad Hoc reporting capabilities

### **Website**

- Employer portal
- Participant portal
- Ability to view claims history and prescriptions
- Transparency Tools

### **Intangibles**

### **Financial Viability**

#### 4.0 EVALUATION FACTORS FOR Fully Insured Coverage:

Travis County will consider several evaluation factors, of which price is only one factor. The selection process will be based on the responses to the fully insured coverage in this RFP, and any interviews/demonstrations required to verify the ability of Proposer to provide the services/products proposed in response to this document, along with reference checks. Evaluation factors and associated point values are listed in order of importance:

#### **Evaluation Category Description** **Points – 250**

#### **I. Stop Loss** **200 Points**

##### **Stop Loss**

- Competitive pricing
- Contractual terms
- Reporting
- Claims processing
- Financial viability of Reinsurance Carrier
- Intangibles

#### **II. Vision** **50 Points**

##### **Vision**

- Competitive pricing
- Contractual terms
- Claims processing

##### **Networks**

- Provider disruption
- Level of network discounts

##### **Reporting**

- Standard reports
- Custom reports
- Flexibility
- Ability to incorporate clinic data into reports

- Ad Hoc reporting capabilities

### **Website**

- Employer portal
- Participant portal
- Ability to view claims history and prescriptions
- Transparency Tools

### **Intangibles**

### **Financial Viability**

#### 5.0 METHOD OF AWARD:

- 5.1 The award of the contract shall be made to the responsible Proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth herein.
- 5.2 Prompt payment discounts will not be considered in determining low proposals and making awards.
- 5.3 In considering the proposals, Travis County reserves the right to select one or more responsible Proposers.
- 5.4 Travis County reserves the right to award only a portion of this Solicitation.
- 5.5 Travis County reserves the right to cancel this Solicitation at any time.

#### 6.0 PRELIMINARY FILE REVIEW:

The Benefits function for the County is set up as a division within the County's Human Resources Management Department. Successful Proposer may contact Mr. John Rabb, Travis County Benefits Manager, at (512) 854-2742, to arrange implementation after contract award.

#### 7.0 CONTRACT:

When Travis County awards a contract for Health Plan Third Party Administration (which includes Case/Disease Management, Wellness, COBRA and Retiree Billing Services) and/or Pharmacy Benefit Management to the successful Proposer, the contract will only include the following:

PART II-For TPA and PBM subject only to deviations requested in the proposal and supplemented by Contract Attachment A which will be based on the results of negotiations and the Proposer's best and final offer and will include applicable portions of the successful proposal;

PART III-For TPA and PBM subject only to deviations requested in the successful proposal that are subsequently approved by County;

PART IV-For TPA and PBM subject only to deviations requested in the successful proposal that are subsequently approved by County and supplemented by Contract Attachment B which will be based on the results of negotiations and the proposer's best and final offer and will include

applicable portions of the successful proposal.

Contract Attachments C, D, and E will be included in the contract and will only be subject to deviations requested in the successful proposal that are subsequently approved by County.

When Travis County awards a contract for fully insured Specific Stop Loss Coverage and/or Vision Coverage to the successful Proposer, the contract will include only the following:

PART II-For Fully Insured Coverage subject only to deviations requested in the successful proposal that are subsequently approved by County and supplemented by Contract Attachment A which will be based on the results of negotiations and the proposer's best and final offer and will include applicable portions of the successful proposal such as a specimen copy of the applicable policy;

PART III-For Fully Insured Coverage subject only to deviations requested in the successful proposal that are subsequently approved by County;

PART IV-For Fully Insured Coverage subject only to deviations requested in the successful proposal that are subsequently approved by County and supplemented by Contract Attachment B which will be based on the results of negotiations and the proposer's best and final offer and will include applicable portions of the successful proposal such as level of coverage and applicable premiums.

Contract Attachments C and D will be included in the contract and will only be subject to deviations requested in the successful proposal that are subsequently approved by County.

### **PART I, SECTION D - NEGOTIATIONS**

#### 1.0 NEGOTIATIONS:

1.1 The Purchasing Agent supervises all negotiations.

1.2 Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Those Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

1.3 Proposers may be required to submit additional data during the process of any negotiations.

1.4 Travis County reserves the right to negotiate the price and any other term with the Proposers.

1.5 Any oral negotiations shall be confirmed in writing prior to award.

2.0 DEVIATIONS: Requirements stated in this Solicitation become part of the contract resulting from this Solicitation unless the Proposer requests a deviation. Any requests for deviations from these requirements shall be specifically defined by the Proposer in the proposal. If accepted, the deviation becomes part of the contract. Travis County reserves the right to modify the requirements of this Solicitation.

#### 3.0 RESERVATION OF RIGHTS:

- 3.1 County expressly reserves the right to:
  - 3.1.1 waive any defect, irregularity or informality in any proposal;
  - 3.1.2 waive any noncompliance with the requirements of this Solicitation
  - 3.1.3 reject or cancel any proposal or parts of any proposal;
  - 3.1.4 accept proposals from one or more Proposers; or
  - 3.1.5 procure the services in whole or in part by other means.
- 4.0 **PROTESTS:** Protests before award shall be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award shall be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal to the Purchasing Agent's decision shall be made and submitted to the Purchasing Agent within ten (10) calendar days after receipt of the decision. The Purchasing Agent presents the matter for final resolution to Commissioners Court. Appellant is notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

### **PART I, SECTION E, BACKGROUND**

#### 1.0 BACKGROUND

Travis County has retained ASO Medical Administration that includes Disease Management/Case Management, Wellness, Vision, COBRA administration and Retiree Billing as well as Pharmacy Benefit Management through United Healthcare for the past 10+ years. Travis County has retained Specific Stop Loss through Sun Life for 2+ years.

Travis County has been self-funded for health benefits since October 1, 2001, and currently offers three partially self-funded coverage options in its medical plans for employees: an exclusive provider organization (EPO), and a preferred provider organization (PPO) and a custom plan for Travis County, the Co-Insured EPO (CEPO) with each having similar type of benefits, at different levels of reimbursement. Travis County offers the same three options in separate plans for its retirees with Medicare being primary for those in all three plans who are Medicare eligible. All plans currently have \$275,000 ISL coverage. Travis County currently contributes 100% of the premium for employee only coverage for PPO and CEPO plans, with the Employee contributing \$109 per month on the EPO plan for employee only coverage. The employees are responsible for any dependent premium. Retirees are responsible for premiums for both themselves and their dependents. There are approximately 4,448 eligible employees, and approximately 764 retirees enrolled in medical coverage.

Currently the active employees and retirees are offered their choice of the same plan of benefits; however the premium rate structure is different. Retirees and their eligible dependents (including surviving spouses) are eligible for coverage under the medical plan. Employees and retirees (with any eligible dependents, including retirees' surviving spouses, and domestic partners) may change plans, drop or enroll in the coverage every year at annual enrollment or as HIPAA provides. Note: Retirees must have had their dependent covered at the time they retired to ever cover them on plan. Once coverage is dropped, neither retirees nor their dependents may enroll at a future date.



Stop loss coverage started October 1, 2001 as a “12/12” contract, and subsequently at each yearly renewal has been on an “Incurred/Paid” contract basis. This is defined as any claim incurred since November 1, 2011, but paid in current plan year (October 1, 2013 through September 30, 2014).

## 2.0 MEDICAL PLAN INFORMATION:

New employees are covered effective the first of the month following 30 days after the date of hire.

Regular employees scheduled to work 20 or more hours per week are eligible for coverage.

The County has a unique **6-tier eligibility structure**.

Eligibility, billing and enrollment are maintained online and are self-administered.

The County has transitioned away from using social security numbers to assigned employer ID numbers but still has social security numbers available if the need arises.

There is no limitation on pre-existing conditions on the medical plan.

Domestic partners (significant other or one other adult in household) and Sponsored Dependents (blood relative) are eligible for coverage.

Covered Surviving Spouses of retirees who pass away while covered are eligible to continue coverage.

Travis County has a few direct contracts with specified providers. UHC administers the claim payment according to the direct contract. These contracts are primarily with Internal Medicine physicians and a Birthing Center who have not contracted directly with UnitedHealthcare and represent less than 1% of total cost of claims. The County has also directly contracted with a Dietician and local providers for PTSD conditions to waive copays for members.

Travis County staff performs in-house weekly audit functions in both the eligibility and the claims area. This is based on the weekly reimbursement request received from UnitedHealthcare. 100% eligibility audit, and all claims over \$25,000, all stop loss claims, and 15% of other claims are audited weekly. After audit, all claims are submitted to the Commissioners Court for approval before replacement funding of the Escrow account.

Pharmacy benefit management is with Optum Rx with a traditional formulary.

Prescription drugs are included in the individual stop loss.

Three County-staffed on-site wellness and health clinics serve employees, retirees and their dependents for acute and chronic health conditions, as well as preventative and disease management. Health screening and education classes are offered free.

## **PART I, SECTION F, QUESTIONNAIRES AND REQUESTS FOR DATA INFORMATION**

### 1.0 REQUEST FOR QUESTIONNAIRES:

1.1 The questionnaire(s) must be requested from C.W. Bruner, Purchasing Agent Assistant IV, via email at c.w.bruner@co.travis.tx.us. Proposer must mention Solicitation # and Solicitation Title in subject line of email request. All proposers must include a completed questionnaire for

General Information. Proposers must also include a completed questionnaire applicable for each of the services proposed.

1.2 The general section of the questionnaire must be completed as well as the section for each service you are providing:

1. Health Plan Third Party Administration
2. Pharmacy Benefit Management
3. Fully Insured Specific Stop Loss
4. Fully Insured Vision

1.3 The completed questionnaire must be included.

## 2.0 REQUESTS FOR DATA INFORMATION:

2.1 The solicitation attachments listed in this section of the solicitation must be requested from C.W. Bruner, Purchasing Agent Assistant IV, via email at c.w.bruner@co.travis.tx.us. Proposer must mention Solicitation # and Solicitation Title in subject line of email request to receive the solicitation attachments below:

- Solicitation Attachment 1 – Statement of Proposed Services
- Solicitation Attachment 2 – Questionnaires
- Solicitation Attachment 8 – Travis County Summary Plan Description (6 plans)
- Solicitation Attachment 9 – Census Data
- Solicitation Attachment 10 – De-identified Health Plan Claim Detail
- Solicitation Attachment 11 – De-identified Pharmaceutical Claims Experience
- Solicitation Attachment 12 - FY2014 Travis County Benefits Guide
- Solicitation Attachment 13 - Current Third Party Administration Agreement
- Solicitation Attachment 14 - Current Stop Loss Agreement
- Solicitation Attachment 15 - Monthly Claim Summary, Membership by Month and Large Loss Claim Information
- Solicitation Attachment 16 - Current Health Plan Network Provider Listing
- Solicitation Attachment 17 - Current Vision Plan Network Provider Listing

## 3.0 INCLUDED ATTACHMENTS:

3.1 The following solicitation attachments are available at the end of this document.

- Solicitation Attachment 3 – References
- Solicitation Attachment 4 – Ethics Affidavit
- Solicitation Attachment 5 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- Solicitation Attachment 6 – Conflict of Interest Questionnaire
- Solicitation Attachment 7 – Historically Underutilized Business (Hub) Program Subcontracting Declaration

### **PART I, SECTION G – REQUIRED PROCEDURES AND INFORMATION FOR FULLY INSURED SPECIFIC STOP LOSS COVERAGE**

1.0 **LENGTH OF TERM:** County is interested in obtaining a Stop Loss insurance agreement that can be extended over two (2) years. This involves a contract with rates applicable for the initial guarantee

period of twenty-four (24) months, with a formula provided for how rates will be determined for renewals that apply to year three (3) through four (4).

- 2.0 **DUPLICATE QUOTES:** In an effort to avoid issues associated with the submission of duplicate quotes, it is the intent of the county in the event of receipt of duplicate quotes, to use the one that has the earliest received date stamp by the Purchasing Office. If quotes are from same carrier but the rates are different, we will not consider that a duplicate quote.
- 3.0 **UNDERWRITING INFORMATION:** The information contained in this RFP is believed to be current and correct. The ultimate responsibility for determining the full extent of the exposure and verification of all information presented in it rests solely with the Proposer. Proposer should fully review the contents of this RFP and request additional supporting information as required. The County is not responsible for any errors and/or omissions in this solicitation, or for the failure on the part of the Proposer to determine the full extent of the exposures.
- 4.0 **STANDARDS FOR INSURANCE COMPANIES:** All insurance companies used must be qualified or licensed in Texas unless the company is a non-admitted or surplus lines company which is on the approved list of the State Board of Insurance. Financial and operational strength of the qualified insurance company as evidenced by its A.M. Best's rating must be included with the proposal. The insurance companies must have a current A.M. Best's Insurance Reports general policyholder's rating of "A" or better and a financial size category of Class V or better. Any respondent proposing to use a non-admitted or surplus lines company should verify in writing that they have attempted to secure quotations and place the coverage through carriers admitted to do business in Texas.
- 5.0 **SUPPORT SERVICES:** All proposals should fully describe the services to be provided by the insurance company. A general outline of proposed services should be submitted. To the extent the cost of these services is not included in the premiums being quoted, the proposer should state the additional cost. The County intends to give due consideration to the ability of the insurance agent, broker and/or carrier to service this account. Supporting information detailing these abilities is recommended.
- 6.0 **EXCLUSIONS:** Indicate all exclusions that will be included in the insurance contract.
- 7.0 **SETTLEMENT OF CLAIMS:** Claims submitted by the County that are considered "clean" claims shall be reimbursed within fifteen (15) calendar days or less.
- 8.0 **FUNDING:** Funds for payment on this contract have been provided through the county budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this contract except for unanticipated needs or events, which may prevent such payments against this contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.
- 9.0 **PLAN FUNDING INFORMATION:** Benefit claims are processed and paid by UHC using county funding held in an escrow account by UHC. When UHC drafts on the escrow account, UHC requests weekly reimbursement from Travis County. After an audit process is complete, Travis County staff submits a weekly reimbursement request to the Travis County Commissioners Court for approval. A

stop loss claim is currently handled as any other claim by UHC. Payment is released as claims are processed. Travis County is required to fund the stop loss claims as any other claim.

10.0 **MITIGATION OF HIGH EXPERIENCE:** Travis County operates three employee wellness and health clinics staffed by three physicians and two nurses who focus on:

- Education for employees.
- Screening for diabetes, cholesterol, hypertension, and heart disease, hoping to diagnose and catch these diseases early and to continue to monitor them.
- Acute care at no cost to employees.
- Wellness activities such as exercise and walking.

11.0 **REQUESTED COVERAGE OPTIONS:** Travis County is soliciting proposals for the FY15 plan year commencing October 1, 2014. Premiums are to be proposed for each option year on a composite basis (one rate combined for employee/retiree and dependents). Each renewal option year must include renewal rates or a formula used to set the renewal rates. Proposers must submit proposals for the following plans:

- Individual Stop Loss Levels between \$200,000 and \$400,000 in increments of \$50,000 (\$275,000 currently in place with Sun Life).
- Incurred of at least 18 months and paid in 12 months, if not greater with an optional Terminal Liability Protection feature for 90 days. The minimum incurred timeframe will be April 1, 2014 through September 30, 2015, and the paid timeframe will be October 1, 2014 through September 30, 2015 for the first year plan year.
- Agreement to provide renewal rates for years 2-4 on a paid basis with optional Terminal Liability Protection for 90 days.
- Rates are to be quoted on a Per Employee per Month basis. The County will not accept rates split by coverage tier.

**Assumptions for your Quote:**

- The current contract with SunLife includes runout protection for claims incurred prior to October 1, 2014 and paid between October 1, 2014 and December 31, 2014.
- The ISL is to include managed pharmacy benefits, mental health/substance abuse, and all other benefits outlined in the Summary Plan Description.
- ISL coverage is to apply to all medical/Rx plans (EPO, PPO, CEPO)
- No lasering is allowed.

11.1 Include information on how the stop loss reimbursement procedure would be coordinated with UHC's procedure, stated above. Please be sure to indicate the entire procedure, noting what the processes are for UHC and Travis County, as well as your entity.

11.2 Any items that are unable to be delivered must be shown in an exception in the submission.

**PART I, SECTION H – REQUIRED PROCEDURES AND INFORMATION  
FOR FULLY INSURED VISION COVERAGE**

1.0 **LENGTH OF TERM:** County is interested in obtaining a Vision insurance agreement that can be extended over three (3) years. This involves a contract with rates applicable for the initial guarantee period of thirty-six (36) months, with a formula provided for how rates will be determined for renewals

that apply to year four (4) through five (5).

- 2.0 **DUPLICATE QUOTES:** In an effort to avoid issues associated with the submission of duplicate quotes, it is the intent of the county in the event of receipt of duplicate quotes, to use the one that has the earliest received date stamp by the Purchasing Office. If quotes are from same carrier but the rates are different, we will not consider that a duplicate quote.
- 3.0 **UNDERWRITING INFORMATION:** The information contained in this RFP is believed to be current and correct. The ultimate responsibility for determining the full extent of the exposure and verification of all information presented in it rests solely with the Proposer. Proposer should fully review the contents of this RFP and request additional supporting information as required. The County is not responsible for any errors and/or omissions in this solicitation, or for the failure on the part of the Proposer to determine the full extent of the exposures.
- 4.0 **STANDARDS FOR INSURANCE COMPANIES:** All insurance companies used must be qualified or licensed in Texas unless the company is a non-admitted or surplus lines company which is on the approved list of the State Board of Insurance. Financial and operational strength of the qualified insurance company as evidenced by its A.M. Best's rating must be included with the proposal. The insurance companies must have a current Best's Insurance Reports general policyholder's rating of "A" or better and a financial size category of Class V or better. Any respondent proposing to use a non-admitted or surplus lines company should verify in writing that they have attempted to secure quotations and place the coverage through carriers admitted to do business in Texas.
- 5.0 **SUPPORT SERVICES:** All proposals should fully describe the services to be provided by the insurance company. A general outline of proposed services should be submitted. To the extent the cost of these services is not included in the premiums being quoted, the proposer should state the additional cost. The County intends to give due consideration to the ability of the insurance agent, broker and/or carrier to service this account. Supporting information detailing these abilities is recommended.
- 6.0 **EXCLUSIONS:** Indicate all exclusions that will be included in the insurance contract.
- 7.0 **SETTLEMENT OF CLAIMS:** Claims submitted by the County that are considered "clean" claims shall be reimbursed within fifteen (15) calendar days or less.
- 8.0 **FUNDING:** Funds for payment on this contract have been provided through the county budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this contract except for unanticipated needs or events, which may prevent such payments against this contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.
- 9.0 **REQUESTED COVERAGE OPTIONS:** Travis County is soliciting proposals for the FY15 plan year commencing October 1, 2014. Each renewal option year must include renewal rates or a formula used to set the renewal rates. Proposers must submit proposals with the following criteria:
- Agreement to provide renewal rates for years 4 and 5.

- Rates are to be quoted on current 6 Tier coverage options. The rates must be the same for retirees and employees.
- Any items that are unable to be delivered must be shown in as a deviation in the submission.

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**NOTE WELL:**

**PART II-FOR TPA AND PBM will be included in the contract and will be supplemented by Contract Attachment A-FOR TPA AND PBM which will be based on the results of negotiations and the proposer's best and final offer and will include applicable portions of the response provided by the successful proposer.**

**PART III-FOR TPA AND PBM will be included in the contract subject only to deviations requested in the response provided by the successful proposer that are subsequently approved by County**

**PART IV-FOR TPA AND PBM will be included in the contract and will be supplemented by Contract Attachment B-FOR TPA AND PBM which will be based on the results of negotiations and the proposer's best and final offer and will include applicable portions of the response provided by the successful proposer. Other than negotiations related to Contract Attachment B, Part IV-FOR TPA AND PBM will only be subject to deviations requested in the response provided by the successful proposer that are subsequently approved by County.**

**Contract Attachments C-FOR TPA AND PBM, D-FOR TPA AND PBM, and E-FOR TPA AND PBM will be included in the contract and will only be subject to deviations requested in the response by the successful proposer that are subsequently approved by County.**

**County expects to compile the contract for execution by selected proposer.**

**PART II- - SPECIFIC REQUIREMENTS FOR TPA AND PBM**

**1.0 RETENTION OF SERVICES:**

- 1.1 Retention of Services. County retains Contractor to provide Services described in Contract Attachment A-For TPA and PBM in connection with County's self-funded health care plans on the terms and conditions of this Contract, and Contractor accepts that retention and shall render the services described in this Contract. Contractor shall perform its services for County under this Contract, solely in the interest of County, and shall exercise at least the degree of care, prudence, caution and judgment that Contractor exercises in the conduct of its own affairs.
- 1.2 Minimum Duties. In order to meet and fulfill its responsibilities under this Contract, Contractor shall:
- 1.2.1 Cooperate to the fullest extent possible with County,
  - 1.2.2 Perform all reasonable administrative and clerical work necessary to the performance of its duties and responsibilities under this Contract,
  - 1.2.3 Provide County or its designated legal representative copies of all materials requested pertaining to any matters encompassed by the terms and scope of this Contract (cost to be borne by County), and
  - 1.2.4 Be available to discuss services provided or meet with representatives of County at mutually agreeable times and places.

**2.0 CONTRACT OF HONORABLE UNDERTAKING:**

The purposes of this Contract are not to be defeated by a narrow, technical construction of its provisions. This Contract shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties to it. As such, if any services, functions or responsibilities not specifically described in this Contract are required for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically and fully described in this Contract. Except as otherwise expressly provided in the Contract, Contractor shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

### 3.0 TRAVIS COUNTY'S ESSENTIAL ELEMENTS OF SERVICE:

Contractor must provide a Dedicated Account Management Team.

Contractor shall provide Standard monthly reports and custom reports as required.

Contractor shall provide quarterly reviews and an annual review with the Account Management Team.

Contractor must provide at least two (2) file layout options for plan enrollment information.

Contractor shall provide a secure portal to share data.

Contractor shall interface with other Travis County contractors.

Contractors shall allow County to self-bill administrative fees on a monthly basis.

File Transfer Method and Frequency: Contractor must support the File Transfer Protocol via an FTP server, and Travis County must be able to login to the FTP server. Contractor must allow Travis County to transfer files on whatever frequency is needed (i.e. daily, weekly, bi-weekly, and monthly)

Claims and Customer Service: Contractor must provide prompt customer service and thorough and responsive processing of all claims submitted by the plan participants. Travis County reserves the right for representatives to visit and review the provider's claims processing operations during normal business hours.

Notice of Denial: In case of denial of a claim for payment for any reason, Contractor notifies the claimant in writing in a clear, concise and easy-to-understand manner giving the reason for denial. If there is an appeal process involved, the claimant will be provided full information relating to the procedures and steps to follow.

Communication: Contractor commits to a high level of communication so participants can have an understanding of the plan's design and value of the benefits being offered. Contractor should provide high quality communication to employees by conducting meetings and by providing written and visual materials in a simplified, easy-to-understand manner. Contractor must attend all open enrollment meetings and health fairs.

Contract Transition: When services end either by contract expiration or by termination, Contractor shall continue services at the rates applicable to the most recent term until a new provider becomes operational, if requested by Travis County Purchasing. Contractor



acknowledges its responsibility to cooperate fully with the replacement provider and Travis County to assist with and ensure a smooth transition.

#### 4.0 TRAVIS COUNTY'S ESSENTIAL ELEMENTS OF SERVICE FOR:

##### **MEDICAL ADMINISTRATION:**

Contractor shall provide a Dedicated Billing Representative.

Contractor shall provide a Dedicated Claim Advocate

Contractor shall be capable of supporting direct contracts with providers and Ambulatory Surgical Centers.

Contractor must handle the initial level of the appeal process with County handling Level II and providing an IRO for Level III.

Contractor shall be capable of handling benefit exceptions within 48-72 hours once approved by Travis County.

Contractor must support and report on claims incurred at onsite County clinic.

Contractor must integrate and interface with outside Pharmacy Benefit Manager, Stop Loss providers and other third party vendor(s) selected, as applicable.

Contractor must provide detailed claims data as requested to analyze network discounts. This includes, but is not limited to, repricing Medical claims down to the insured level by provider.

If County desires for Contractor to handle the run-off of any claims made prior to the date of termination, then it will give Contractor written notice of that intention and Contractor shall handle run-off claims on a claim-by-claim basis at no additional cost for a period of 1 year after each claim was originally reported. After this 1 year period, Contractor shall be paid for its services at the rates in Contract Attachment B.

##### **PHARMACY**

Contractor shall provide a Dedicated Billing Representative.

Contractor shall provide a Dedicated Claim Advocate

Contractor must handle the initial level of the appeal process with County handling Level II and providing an IRO for Level III.

Contractor shall be capable of handling benefit exceptions within 48-72 hours once approved by Travis County.

Contractor shall be capable of interfacing with the Medical Third Party Administrator, Stop Loss Provider and or any other third party vendor(s) selected, as applicable.

If County desires for Contractor to handle the run-off of any claims made prior to the date of termination, then it will give Contractor written notice of that intention and Contractor shall handle run-off claims on a claim-by-claim basis at no additional cost for a period of 1 year after each claim was originally reported. After this 1 year period, Contractor shall be paid for its services at the rates in Contract Attachment B.

### **PART III - SPECIAL PROVISIONS FOR TPA AND PBM**

- 1.0 **TERM OF CONTRACT:** This contract commences as of 12:00 a.m. Central Time on October 1, 2014. Contractor shall begin providing services under this contract effective October 1, 2014. The term of this contract ends 12:00 a.m., Central Time on October 1, 2015, unless the contract is terminated sooner pursuant to the terms of Section 14.0 of this contract and unless County exercises any of its options to extend the contract.
- 2.0 **OPTION TO EXTEND:** Unless terminated sooner and subject to the continued funding by the Commissioners Court, County may unilaterally extend this Contract by written modification for additional one (1) year periods (individually, an “Option to Extend” and collectively, the “Options to Extend”). Contractor shall provide notice of any renewal increase at least 90 days before the end of the current term. Unless otherwise provided in the modification, all provisions of this contract remain unchanged. County must not exercise an Option to Extend sooner than ninety (90) days before the end of that term. Changes in rates shall not occur more than once annually on the anniversary of the commencement of the contract.
- 3.0 **FEES FOR SERVICES, CONTRACT ATTACHMENT B**
- If there are no fees listed in Contract Attachment B for a particular Service, Contractor shall not charge County any fee for that service.**
- 4.0 **CONTRACT ADMINISTRATION:**
- 4.1 The Purchasing Agent is the chief procurement officer and acts as the overall contract administrator. The Purchasing Agent may designate representatives to transmit instructions and receive information.
- 4.2 The Project Manager has been designated as County’s primary representative on the project and acts on behalf of County with respect to Services and has the authority to interpret and define in writing policies and make decisions about Contractor performance. Project Manager may designate representatives to transmit instructions and receive information. The Project Manager oversees day to day work and reviews, inspects and examines Contractor’s performance of Services under this Contract on behalf of the County. Whenever Contractor is required to obtain the approval of County or report to County, Contractor shall seek approval from and shall deliver the report to the Project Manager, or any other person that the parties may from time to time direct in writing. The Project Manager establishes requirements, approves and coordinates schedules, users, and equipment. The Project Manager for this Contract is the county department named below:

Travis County Human Resources Management Department  
Attn: John Rabb  
700 Lavaca Street, Suite 420  
Austin, Texas 78701

## 5.0 MINIMUM COVERAGE FOR INSURANCE:

5.1 Minimum Coverage. Minimum insurance coverage may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy. Contractor acknowledges and shall maintain the following standard minimum insurance coverage applicable to Contractor and any subcontractor performing work related to Services all in compliance with Part IV-For TPA and PBM, sections 5.4 and 5.5:

5.1.1 Workers' compensation and employers' liability insurance that meets the following requirements:

5.1.1.1 Coverage that is consistent with statutory benefits outlined in the Texas Workers' Compensation Act,

5.1.1.2 Employers' liability limits of:

\$500,000 bodily injury each accident,  
\$500,000 bodily injury by disease, and  
\$500,000 policy limit.

5.1.1.3 Policies that are subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form 420304), and  
Thirty (30) day Notice of Cancellation (Form 420601).

5.1.2 Commercial general liability insurance that meets the following requirements:

5.1.2.1 Minimum limits for coverage:

\$500,000 per occurrence for coverage A for Bodily Injury and Property Damage,  
\$500,000 per occurrence for coverage B Personal Injury and Advertisement, and  
\$1,000,000 policy aggregate.

5.1.2.2 Policy that is subject to the laws of the State of Texas and contains the following coverage or is endorsed in favor of Travis County as follows:

Blanket contractual liability for this Contract,  
Independent Contractor Coverage,  
Waiver of Subrogation (Form CG 2404),  
Thirty (30) day Notice of Cancellation (Form CG 0205), and  
Travis County named as additional insured (Form CG 2010).

5.1.3 Business automobile liability insurance that meets the following requirements:

5.1.3.1 If any form of transportation for county personnel or clients is provided, minimum coverage for all owned, non-owned, and hired vehicles with a combined single limit of \$300,000 per occurrence.

5.1.3.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A),  
Thirty (30) day Notice of Cancellation (Form TE 0202A), and  
Travis County named as additional insured (Form TE 9901B).

5.1.3.3 Alternative Insurance Requirement. If no transportation services of any type are provided, and use of motor vehicles is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$100,000 / \$300,000 / \$50,000 may be provided in lieu of Business Automobile Liability Insurance in sections 5.1.3.1 and 5.1.3.2.

5.1.3.4 Any Policy under section 5.1.3.3 must be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A), and  
Travis County named as additional insured (Form TE 9901B).

5.1.4 Professional liability / E & O insurance that meets the following requirements:

5.1.4.1 Minimum limit for coverage for malpractice, negligent acts, errors, or omissions and sexual harassment:

5.1.4.1.1 \$1,000,000 per claim, and

5.1.4.1.2 \$3,000,000 aggregate.

5.1.4.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

5.1.4.2.1 Waiver of Subrogation (if including in Commercial General insurance, Form CG 2404 or its equivalent, and

5.1.4.2.2 Thirty (30) day Notice of Cancellation (if including in Commercial General Insurance, Form CG 2404 or its equivalent.

5.1.4.3 If coverage is written on a claims made basis, the retroactive date must be prior to the earlier of the date this Contract is signed or effective and include a three (3) year extended reporting period from the date this Contract ends. The Certificate of Insurance must state whether the coverage is claims made and contain both the retroactive date of coverage and the extended reporting date.

5.1.4.4 Any subcontractor who is not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

5.1.5 Blanket Crime Policy Insurance.

5.1.5.1 Contractor shall provide a Blanket Crime Policy with a minimum coverage of the total amount payable under the Contract or for the amount of scheduled advances in the Escrow Account.

5.1.5.2 If coverage is written on a claims made policy, the retroactive date shall be prior

to the date Services begin under this Contract or the effective date of this Contract, whichever is earlier. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. The Certificate of Insurance shall clarify whether coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

5.1.5.3 Additional insured status for Travis County is **not** required.

5.2 Contractor must mail the Certificate of Insurance, and updates, submitted in compliance with Part IV to the following address:

Cyd Grimes  
Travis County Purchasing Agent  
RFP # 1311-003-CW  
P.O. Box 1748  
Austin, Texas 78767

## 6.0 **“ESCROW ACCOUNT”**

6.1 Contractor acknowledges that Travis County is legally prohibited from authorizing any provider of administrative services authority make any withdrawals from its banking accounts for funding of the payments to participants. County requires that Contractor establish an Escrow Account or similar funding relationship consistent with Texas law governing counties on the following or similar basis:

6.2 Contractor shall establish an Escrow Account for payment of claims on behalf of County employees and their dependents. Contractor shall not use the principal in the Escrow Account to pay for administrative fees or anything other than claims for participants. Contractor shall pay all banking fees or charges incurred in connection with the Escrow Account and shall retain all income that the funds in the Escrow Account may earn. Payments from the Escrow Account shall be made in accordance with the Travis County Plan Document. County shall fund the Escrow Account at the beginning of the Contract and maintain the Escrow Account at an amount which is equal to two months of estimated claims based upon the experience of County for the preceding 12 month period. Contractor may require adjustments to the level of funding in the Escrow Account that are necessary to maintain an amount equal to two months of actual paid claims. If Contractor anticipates that additional funds are needed to pay for an extraordinary claim, it shall notify County of that additional amount and County shall fund the Escrow Account for that additional amount within 15 working days of receipt of the notice.

6.3 County assumes financial responsibility for all claims and expenses for customary claims expenses related to the claims serviced under the Contract. Contractor shall make the initial payment for all claims from the Escrow Account and send County a reimbursement statement at least monthly that indicates the amounts of payments made on behalf of County employees and their dependents. County shall refund the Escrow Account for all payments made on behalf of County employees and their dependents within 30 days of the receipt of a reimbursement statement if the payments were made in compliance with the Contract. County shall immediately notify Contractor if it contends that a payment made was not made in compliance with this Contract.

6.4 Contractor shall not be liable for any failure to perform under this Contract or to pay claims under it if the failure arises out of the failure of County to fund the Escrow Account adequately.

If County fails to fund Escrow Account for 30 days, Contractor may terminate the services provided under this Contract.

- 6.5 Within 30 days after the end of this Contract, Contractor shall pay County all funds remaining in the Escrow Account except for earned income and shall provide County with a reimbursement statement and supporting documentation for the difference between the funds in the Escrow Account at the end of this Contract and the amount at which Contractor and County have established the funding of the Escrow Account.

**7.0 DELIVERY POINT:**

Delivery of all services under this contract shall be FREE ON BOARD to final destination at the address shown below:

Travis County Human Resources Management Department  
Attn: John Rabb  
700 Lavaca Street, Suite 420  
Austin, Texas 78701

**PART IV - GENERAL PROVISIONS FOR TPA AND PBM**

**1.0 GENERAL DEFINITIONS:**

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.4 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.5 "Day" means calendar day.
- 1.6 "Escrow Account" means the Impressed Account established by Contractor for payment of claims on behalf of County.
- 1.7 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
- 1.7.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

1.7.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

1.8 "Is doing business" and "has done business" mean:

1.8.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.8.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.8.3 but does not include:

1.8.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.8.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.8.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract

1.9 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.

1.10 "Project Manager" means the Human Resources Management Department or its designee.

1.11 "Purchasing Agent" means the Travis County Purchasing Agent or her designee.

1.12 "Service" means the activities, obligations, and deliverables described in the Scope of Services in Contract Attachment A.

1.13 "TPA" means Third Party Administrator.

1.14 "Working Day" means Monday through Friday except for days that County has designed as holidays.

## 2.0 CONTRACTOR RESPONSIBILITIES:

2.1 Timeliness of Services. Contractor shall perform the Services in a timely manner.

2.2 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other entities as reasonable and necessary and as required by the Project Manager.

- 2.3 Personnel Used. Contractor expressly acknowledges that, in entering into this Contract, County has relied on the representations of Contractor about the persons who will be performing the Services and their qualifications. Contractor shall ensure that all work done is done by the employees or members of Contractor that are presented as performing the Services in Contractor's proposal. Contractor shall not use any other person to provide Services unless, before providing Services, the Purchasing Agent approves the person at the request of Project Manager.
- 2.4 Professional Qualifications. At all times during Contract, Contractor shall maintain in good standing its professional license and accreditations applicable to Services. Contractor shall perform all acts reasonably necessary to maintain and improve its professional competence and training. Contractor shall Notify County within 2 Work Days if any adverse action related to its professional license and accreditations occurs.
- 2.5 Right to Contractual Material. All work products created or produced by Contractor as a result of Services, including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material are the property of the County at the time of creation. Any intellectual property rights granted to the County survive the termination of this Contract and endure for the useful life of the contractual material and other intellectual property rights provided.
- 2.6 Rights to Contractor's Work Products. Upon full payment, Contractor assigns to County any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the work products developed or prepared specifically for County under this Contract. The work products exclude all third party works and products whether or not included or embedded in the Contractor's work products. The work products are deemed to be "works made for hire" under the federal copyright laws. Contractor shall give County reasonable assistance, at County's expense, to perfect this assignment of these rights, title and interest. However, if the work products include intellectual property owned or developed by Contractor before and independent from, its obligations under this Contract, Contractor retains all rights to that previous and independent product. In addition, Contractor retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts and techniques developed in the course of performing the Services.
- 2.7 Standard of Care. Despite anything to the contrary in this Contract, Contractor shall perform all Services using at least the standard of care that a reasonably prudent person in that profession in Travis County, Texas would use in similar circumstances. This Contract shall not be construed to relieve Contractor of this duty.
- 2.8 Ethical Standards. Contractor shall perform the Services and exercise all discretionary powers in a manner consistent with applicable standards of professional conduct and ethics and Contractor's best professional judgment.
- 2.9 Civil Rights/ADA Compliance. In relation to performing the Services, Contractor shall not discriminate against any applicant, employee, patient or other person on the basis of race, color, religion, sex, age, national origin or disability and provide all accommodations for disability required by the Americans with Disabilities Act.
- 2.10 Records.
- 2.10.1 Maintenance and Retention. Contractor shall create and maintain all necessary and



appropriate information and documentation (including accounting records) related to the Services for at least three (3) years after providing the Services, or until any litigation concerning any Services has been satisfactorily resolved, whichever occurs later.

2.10.2 Access. At reasonable times and on reasonable notice, Contractor shall make available to County or its duly authorized representatives any information and documentation in Contractor's possession or control, which directly pertains to Services for audits, examinations, excerpts, and transcriptions for as long as Contractor has access to the information and documentation.

2.10.3 Duplication of information and documentation. Contractor shall provide copies of information and documentation to County upon written request to Contractor at a cost based on the rates applicable to copies provided pursuant to the Texas Public Information Act.

2.11 Return of County Equipment and Access Keys. At the end of this Contract, Contractor shall return property of any kind, including all keys, access cards and other means of access to county buildings and other property that have been provided to it or its staff. Contractor shall not permit its employees to take or retain any County property or any property of County employees.

2.12 Legal Compliance. Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of all Services.

2.13 Conflict of Interest Questionnaire. If required, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to this questionnaire on the official Travis County website.

2.14 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Contract Attachment C-For TPA and PBM whenever there is a change in status.

2.15 HIPAA Business Associate Agreement. Contractor shall execute and deliver to County the Business Associate Agreement in the form in Contract Attachment E-For TPA and PBM simultaneously with the execution of this Contract.

### 3.0 **CONTRACTOR CERTIFICATIONS, WARRANTIES AND ACKNOWLEDGMENTS:**

3.1 Limit of Authority of County Representatives. Contractor acknowledges that no officer, agent, employee, or representative of County has any authority to change this Contract, to approve assignment of any part of it, or to waive any provision of it unless expressly granted that specific authority by Commissioners Court.

3.2 Truth of Proposal. Contractor warrants that all of the information provided in its proposal is true and correct and that Contractor will use its best efforts to provide quality service to County.

3.3 Compliance with Licensure Requirements. Contractor warrants that Contractor is current in payment and in good standing under all licensure requirements applicable to its business and the Services to be provided under this contract pursuant to all federal and state statutes, rules and regulations.

- 3.4 Copyrights, Patents, and Licenses. Contractor represents that all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Contract have been adhered to, and warrants that the County is not liable for any infringement of those rights.
- 3.5 Payment of Property Taxes. Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor–Collector.
- 3.6 Independent Contractor. Contractor acknowledges that Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Contractor acknowledges that neither it nor its employees are an employee of County, and Contractor and its employees do not gain any rights against County pursuant to the County personnel policies and procedures.
- 3.7 No Agency Relationship. Contractor acknowledges that it does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.
- 3.8 Understanding of Requirements. Contractor represents that it has thoroughly examined the technical requirements, performance parameters, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding technical requirements, performance parameters for delivery of material, equipment and/or services as required by this contract.
- 3.9 Financial Status. Contractor certifies that it is a duly qualified, capable, and otherwise bondable business entity, that it is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.
- 3.10 Commissions. Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee income, supplemental income, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. If Contractor violates this warranty, Contractor is subject to termination of this Contract without recourse or compensating County for the full amount of such commission, percentage, brokerage, or contingent fee at County's discretion.
- 3.11 Gratuities. Contractor warrants that Contractor and any one acting on behalf of Contractor has not offered or given any gratuities of any kind including entertainment, or gifts to any County official or employee with a view toward securing favorable treatment with respect of this Contract.
- 3.12 Lobbying with Federal Funds. Contractor warrants that Contractor has not paid and will not pay, and no one else has paid or will pay on behalf of Contractor, any federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

#### 4.0 **COMPENSATION AND PAYMENT:**

- 4.1 Taxpayer Identification Number. Contractor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any Contract funds are payable.
- 4.2 Fees and Invoicing. In consideration of the satisfactory performance of the Services by Contractor and Contractor's compliance with this Contract, County shall pay Contractor in accordance with the Fee Rates and Payment Schedule in Contract Attachment B-For TPA and PBM based on invoices prepared by County in compliance with Contract Attachment B-For TPA and PBM. County is not liable for any advance payments.
- 4.3 Acceptance of Services. County is not responsible for the cost of any Services until County has accepted the Services. County shall accept Services when County determines, in its sole discretion, that the Services have been performed and completed in a good and timely manner to County's satisfaction and at a standard acceptable in Contractor's profession. County shall not unreasonably withhold acceptance.
- 4.4 Delayed Payment to Contractor Due to Outstanding Debt.
- 4.4.1 In section 4.4, "Debt" includes delinquent taxes, fines, fees owing to the state or the County, and indebtedness arising from written agreements with Texas or County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.
- 4.4.2 Section 154.045 of the Texas Local Government Code authorizes County not to draw a check on any County fund in favor of the Contractor, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies Contractor in writing that the Debt is outstanding.
- 4.4.3 If the Treasurer's notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.
- 4.5 Timely Payment. County pays Contractor within thirty (30) Days after County accepts the Services and County receives a complete and accurate invoice, whichever is later. County pays interest on overdue payments in compliance with Chapter 2251 of the Texas Government Code.
- 4.6 Unauthorized Invoicing. County is not liable for any of the following:
- 4.6.1 costs incurred or performances rendered by Contractor before or after the Contract term,
- 4.6.2 expenses not billed to County within the applicable time limits in this Contract, or
- 4.6.3 any costs for activities not included as Services.
- 4.7 Return of Overpayment. Contractor is liable to County if and when County determines that a payment has resulted in overpayment. Contractor shall repay the overpayment to County within thirty (30) Days after County requests a repayment. If Contractor does not repay the overpayment within thirty (30) Days, County may offset the amount of any overpayment against

the next amount payable to Contractor under this or any other contract.

## 5.0 RISK ALLOCATION:

- 5.1 Definition of Claim In section 5.1 and 5.2.2, "Claim" means any negligence, cause of action, suit, proceeding before any administrative agency, loss, damages, or liability of any kind, including all expenses of litigation, court costs and attorney's fees.
- 5.2 Indemnification.
- 5.2.1 Contractor shall indemnify and hold harmless County, its officers, agents, and employees, from all Claims for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the Services.
- 5.2.2 Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all Claims for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, copyrights or other intellectual property rights applicable to materials used in and work products arising from this Contract.
- 5.3 Claims Notification. If Contractor receives notice or becomes aware of any Claim against Contractor or County, without regard to who brought it, Contractor shall give County Notice within three (3) Working Days after Contractor becomes aware of the Claim or threat of Claim. Unless otherwise directed, Contractor shall furnish County copies of all pertinent papers received by Contractor regarding the Claim. Contractor's Notice shall include:
- 5.3.1 a written description of the Claim;
- 5.3.2 the name and address of whoever made or threatened to make the Claim;
- 5.3.3 the basis of the Claim;
- 5.3.4 the court or administrative tribunal, if any, where the Claim was instituted; and
- 5.3.5 the name of any other persons against whom this Claim is being made or threatened.
- 5.4 Requirement for Insurance. Contractor shall have and maintain at least the minimum types of insurance listed in Part III-For TPA and PBM throughout the term of this Contract. Contractor's insurance must be sufficient to cover the needs of Contractor pursuant to applicable generally accepted business standards related to the risks associated with providing the Services, but not less than the minimum coverage limits listed in Part III-For TPA and PBM. Depending on Services provided by Contractor, supplemental insurance requirements or alternate insurance options may apply in addition to those listed in Part III-For TPA and PBM. If County authorizes Contractor to subcontract Services under this Contract, Contractor shall either maintain insurance that covers all subcontractors and complies with 5.5 and Part III-For TPA and PBM throughout the term of the Contract or ensure that all subcontractors have and maintain insurance for the work related to the Services that is performed by them and that their insurance complies with sections 5.4 and 5.5 and Part III-For TPA and PBM while performing work related to the Services.

- 5.5 General Insurance Requirements. Contractor shall comply with the following requirements related to insurance:
- 5.5.1 Contractor shall obtain insurance written by companies licensed in Texas that have an A.M. Best rating of B+ VIII or higher. If Contractor wants to use surplus carriers, these carriers are subject to County approval.
  - 5.5.2 Insurance that names Travis County as an additional insured is primary for all claims under it.
  - 5.5.3 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor.
  - 5.5.4 Before Contractor begins Services, Contractor shall have at least the required insurance in force. Contractor shall not allow any insurance to be cancelled or lapse and shall not permit the minimum limits of coverage to erode or otherwise be reduced during this Contract. Contractor is responsible for all premiums, deductibles, and self-insured retention.
  - 5.5.5 Contractor shall submit a Certificate of Insurance written on the state-approved form and signed by the writing agent or the carrier to the Purchasing Agent within ten (10) Working Days after the earlier of execution of the Contract by both parties, or the effective date of the Contract. The Certificates of Insurance must include the Travis County contract number, all deductibles and self-insured retention, and the following endorsements, if applicable:
    - 5.5.5.1 an endorsement that names Travis County as additional insured where County's interest may lie,
    - 5.5.5.2 an endorsement which makes the insurance primary for all claims,
    - 5.5.5.3 a Waiver of Subrogation endorsement
    - 5.5.5.4 a Thirty (30) Day Notice of Cancellation endorsement
  - 5.5.6 Contractor shall provide replacement Certificates of Insurance to the Purchasing Agent within ten (10) days of the each renewal of insurance during the term of this contract in compliance with section 5.5.3.
  - 5.5.7 On its request, County is entitled to receive certified copies of policies and endorsements at no additional expense to County.
  - 5.5.8 Contractor acknowledges that County has the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the Services have changed or expanded.

## 6.0 **CHANGES TO CONTRACTOR'S RIGHTS AND OBLIGATIONS:**

- 6.1 Assignment. The parties may not assign any rights or duties in this Contract without the prior written approval of the other party. Contractor may submit a written request for an assignment to the Purchasing Agent with a copy to Project Manager. The Purchasing Agent shall submit

requests to the Commissioners Court for appropriate action. If Contractor fails to obtain approval, County may delay payment or exercise other legal or equitable rights. If Contractor assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns. If County assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns.

- 6.2 Subcontracting. Except as otherwise specifically provided in this Contract, Contractor may not subcontract with any other person to perform any of the Services or other obligations under this Contract. If subcontracting is allowed, Contractor must provide for insurance for subcontracts as stated in section 5.4 and Part III and require subcontractors to complete and update a Certification Regarding Debarment on the form in Contract Attachment C whenever there is a change in status and provide the Purchasing Agent with copies of these certifications.
- 6.3 General. Unless specifically provided otherwise in this Contract, any change to this Contract must be in writing and signed by each party.
- 6.4 Requests for Changes. Contractor shall submit requests for changes to this Contract to the Purchasing Agent with a copy to the Project Manager.
- 6.5 Purchasing Agent Authority. The Purchasing Agent has certain limited authority to approve changes subject to Chapter 262 of the Texas Local Government Code and County policy approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve certain requests to change this Contract. At any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to approve the change.
- 6.6 Change of Name. If Contractor's actions require County to recognize a change of Contractor's name, Contractor must notify the Purchasing Agent immediately. County does not recognize any change in its Contractor's obligations until Purchasing Agent approves the change.

## 7.0 **DISPUTE RESOLUTION:**

### 7.1 Procedure.

- 7.1.1 In this section 7.1, "Correspondence" means any notice, document, letter, email, or other tangible transfer of information related to an issue and "Dispute Manager" means the Purchasing Agent or other representative authorized by Commissioners Court.
- 7.1.2 Notice of Dispute. If the Contractor and the Project Manager have been unable to resolve any issue related to this Contract, Contractor may submit a Notice of the dispute to the Dispute Manager. The Notice should contain specific details about the issues and Contractor's preferred resolution of the dispute, including mediation, if desired. The Contractor may include any other relevant information.
- 7.1.3 Flow of Information. After the Dispute Manager receives the Contractor's Notice, the Dispute Manager represents the County in the administration of the dispute. After this Notice, any additional Correspondence is not effective unless it is directed to or sent by the Dispute Manager. If Contractor disagrees with any Correspondence issued by the Dispute Manager, Contractor shall submit a written response detailing its reasons for disagreement with the Correspondence to the Dispute Resolver and the Project Manager within ten (10) Days after receipt of the Correspondence.

7.1.4 Proposed Resolution. Within thirty (30) Days after the Dispute Manager receives Contractor's response, the Dispute Manager must send a final written proposal for resolution of the dispute to Contractor.

7.1.5 Appeal. If the final written proposal does not resolve the dispute to Contractor's satisfaction, Contractor may submit a written appeal to the Commissioners Court through the Dispute Manager within ten (10) Days after receipt of the unsatisfactory proposal. The Dispute Manager forwards a copy of the appeal to the Project Manager for it to be placed on the Commissioners Court agenda. The Commissioners Court hears the appeal. Contractor may make a presentation at that hearing.

7.2 Mediation. When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

7.3 Suspension. After Notice to Contractor, County may suspend this Contract in whole or in part and withhold further payments to Contractor until County and Contractor resolve the issues causing the suspension. Contractor shall not incur additional obligations of Contract funds after receipt of a Notice of suspension until Contractor receives a Notice from County that the issues supporting suspension are resolved to County's satisfaction.

7.4 Non-Waiver of Default. County expressly reserves all its rights under this Contract. Any action that County takes to exercise any right or remedy shall not be interpreted as a waiver of any other rights or remedies or preclude the exercise of any other right or remedy under this Contract or under any law. A payment, act, or omission by County shall not impair or prejudice any of its rights or remedies.

## 8.0 **TERMINATION:**

8.1 Termination for Convenience. County may terminate this Contract at any time by giving Contractor notice of termination at least sixty (60) Days before the effective date of the termination. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor. Contractor may terminate this Contract on the anniversary of the Contract with a by giving the County notice of termination at least one hundred and eighty (180) Days before the effective date of the termination.

8.2 Termination for Default. Either party may terminate this Contract for the failure of the other party to perform any material provision of this Contract by delivering Notice of termination for default. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting party receives that Notice. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor.

8.3 Funding Out. Despite anything to the contrary in this Contract, if the Commissioners Court fails to provide funding for this Contract during the budget planning and adoption process for the next County fiscal year, County may terminate this Contract after giving Contractor twenty (20) Days' Notice that this Contract is terminated due to the failure to fund it.

## 9.0 FORFEITURE OF CONTRACT BENEFITS:

- 9.1 In section 9.2 and Contract Attachment D, “Is doing business” and “has done business” mean:
- 9.1.1 paying or receiving in any calendar year any money or valuable thing with a value of more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or
  - 9.1.2 loaning or receiving a loan of money or goods, or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - 9.1.3 but do not include:
    - 9.1.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 9.1.3.2 any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
    - 9.1.3.3 if Contractor is a national or multinational corporation, any transaction for a financial service or insurance coverage made on behalf of Contractor by its agent, employee, or other representative who does not know and is not in a position that he or she should have known about the Contract.
- 9.2 In section 9.3 and the Ethics Affidavit, “Key Contracting Person” means any person or business listed in Exhibit 1 to the Ethics Affidavit attached to this Contract as Contract Attachment D.
- 9.3 Contractor shall forfeit all benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract if Contractor
- 9.3.1 was doing business with a Key Contracting Person when this Contract was executed,
  - 9.3.2 had done business with a Key Contracting Person during the year immediately before execution of this Contract,
  - 9.3.3 or does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it.
- 9.4 Contractor shall give County notice if the Contractor does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it within twenty (20) Days Contractor begins doing business.

## 10.0 NOTICE:

- 10.1 Written Notice. All notices between the parties and related to this Contract shall be given to the other party in writing. If a notice is delivered in person to the address in this section 10.9.4 for the party to whom the notice is given, that notice is deemed to have been given immediately. If a



notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section 10.9.4 for the party to whom the notice is given, that notice is deemed to have been given on the third Working Day following mailing.

10.2 County Address. The address of County for all purposes and notices under this Contract is:

Purchasing Agent:  
Cyd Grimes, C.P.M. (or her successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail, not required):

Project Manager:  
Human Resources Management Department  
John Rabb  
Benefit's Manager  
P.O. Box 1748  
Austin, Texas 78767

10.3 Contractor Address. The address of Contractor for all purposes and notices under this Contract is the address stated on the award of contract.

10.4 Change of Address. Each party may change its address for notice by giving Notice of the new address. County and Contractor shall give Notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

## 11.0 GENERAL PROVISIONS:

11.1 Time is of the Essence. Timing of performance of the Services and of delivery of all deliverables is of the essence. If delivery or completion dates cannot be met, Contractor must inform the Project Manager immediately. Providing this information does not change the delivery or completion dates unless this Contract is amended.

11.2 Retained Right of Management. Nothing in this Contract is intended to or may operate as a bar to County's continuing right to oversee the performance delegated in this Contract in order to protect its interests in these matters. This paragraph shall not reduce the compensation received by Contractor under this Contract.

11.3 Non-Exclusivity. As a part of this Contract, the parties understand that Contractor may provide services outside this Contract as it sees fit at those times when Contractor is not obligated to County and there is no conflict with County interests. The parties also understand that County is free to have more than one contractor providing the type of services included in this Contract.

11.4 Execution of Other Documents. All parties shall promptly and duly execute and deliver to the other further documents and assurances and take actions that a party may reasonably request to more fully carry out the intent and purpose of this Contract.

11.5 Force Majeure. "Force Majeure" means any cause generally recognized under Texas law as

constituting impossible conditions. Neither party is financially liable to the other party for delays or failures in Contract performance caused by Force Majeure. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party Notice within five (5) Working Days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

- 11.6 Entire Agreement. This Contract which is composed of Parts I, II, III, and IV and the Contract Attachments listed in this subsection contains the entire agreement between County and Contractor related to the subject matter of this Contract. If County and Contractor made any prior agreements, promises, negotiations, or representations that County and Contractor have not expressly stated in this Contract, those prior agreements, promises, negotiations, or representations are of null and void. The attachments listed in this subsection are hereby made a part of this Contract and constitute promised performances by Contractor throughout this Contract:
- 11.6.1 Contract Attachment A-For TPA and PBM, Description of Services, Schedules for Completion and Report Deliverables, including parts of Proposal
  - 11.6.2 Contract Attachment B-For TPA and PBM, Fee Rates, Payment Schedule and Invoicing Requirements
  - 11.6.3 Contract Attachment C-For TPA and PBM, Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
  - 11.6.4 Contract Attachment D-For TPA and PBM, Ethics Affidavit
  - 11.6.5 Contract Attachment E-For TPA and PBM, Mutual Business Associates Agreement
- 11.7 Order of Priority of Contract Attachments and Parts. If there is a conflict between the parts or the attachments or both, the conflict is resolved as follows:
- 11.7.1 Contract Attachment E-For TPA and PBM, Business Associate Agreement overrides all other Contract Attachments and all Parts.
  - 11.7.2 Contract Attachment A-For TPA and PBM overrides Contract Attachments B-For TPA and PBM, C-For TPA and PBM and D-For TPA and PBM and all Parts.
  - 11.7.3 Contract Attachment B-For TPA and PBM overrides Contract Attachment C-For TPA and PBM and D-For TPA and PBM and all Parts.
  - 11.7.4 Part II-For TPA and PBM overrides Parts III-For TPA and PBM and IV-For TPA and PBM.
  - 11.7.5 Part III-For TPA and PBM overrides Part IV-For TPA and PBM.
- 11.8 Law and Venue. This Contract is governed by the laws of the State of Texas and all obligations under this Contract are performable in Travis County, Texas.
- 11.9 Binding Contract. Despite any other provision in this Contract, this Contract is binding upon County and Contractor and their respective successors, executors, administrators, and assigns.

11.10 Survival of Provisions. Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.

11.11 Interpretational Guidelines

11.11.1 Sovereign Immunity and Affirmative Defenses. This Contract shall not be interpreted to include anything that is effective as a waiver of sovereign immunity or any affirmative defenses available to County.

11.11.2 Severability. If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of the Contract shall remain valid and binding.

11.11.3 Computation of Time. In computing a time period under this Contract, exclude the first Day and include the last Day. If the last Day does not occur on a Working Day, the period is extended until the next Working Day after the last Day. Commissioners Court usually designates the following as holidays:

- New Year’s Day (January 1st or Monday after if it falls on a weekend)
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (4th Monday in May)
- Independence Day (July 4th or Monday after if it falls on a weekend)
- Labor Day (1st Monday in September)
- Veteran’s Day (November 11th or Monday after, if it falls on a weekend)
- Thanksgiving Day (4th Thursday AND Friday in November)
- Christmas Season (December 25th AND either day before or day after whichever allows a four day weekend, if possible)

11.11.4 Number and Gender. Unless the context clearly requires otherwise, words of any gender are construed to include the other two genders and words in singular and plural are construed to include the other.

11.11.5 Headings. The headings and titles throughout this Contract are included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

11.12 Exemption from County Purchasing Act. Pursuant to Section 262.024 of the Texas Local Government Code, the Commissioners Court hereby orders this Contract exempt from the requirements established by Section 262.023 of the Texas Local Government Code because it is a contract for the purchase of personal or professional services.

11.13 Duplicate Originals. This Contract will be executed in duplicate originals and be effective when executed by both parties.

**CONTRACTOR:**

Its Duly Authorized Agent

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

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

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

**TRAVIS COUNTY:**

By: \_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge

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

**APPROVED AS TO FORM:**

**AVAILABILITY OF FUNDS CONFIRMED:**

\_\_\_\_\_  
Barbara Wilson, Travis County Attorney

\_\_\_\_\_  
Nicki Riley, CPA, Travis County Auditor

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

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

**COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:**

\_\_\_\_\_  
Cyd V. Grimes, CPM, CPPO, Travis County Purchasing Agent

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

Draft

**CONTRACT ATTACHMENT E**

**MUTUAL BUSINESS ASSOCIATE AGREEMENT**

**BETWEEN TRAVIS COUNTY AND**

**CONTRACTOR**

This Business Associate Agreement ("BAA") is executed by the following parties:  
Travis County, a political subdivision of Texas ("County") and

\_\_\_\_\_ (name of contractor) \_\_\_\_\_, a \_\_\_\_\_ (legal description of Contractor) \_\_\_\_\_ ("Contractor").

**RECITALS**

County and Contractor are entering into a contract that involves access to information governed by HIPAA and HITECH.

They are entering into this BAA:

(1) to provide Contractor with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that County will appropriately safeguard any electronic protected health information that County creates, receives, maintains or transmits on Contractor’s behalf and

(2) to provide County with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that Contractor will appropriately safeguard any electronic protected health information that Contractor creates, receives, maintains or transmits on County’s behalf. 45 CFR 164.308 (b).

**AGREEMENT**

NOW, THEREFORE, County and Contractor mutually agree to the following terms and conditions.

**I. TERM.**

1.1. This BAA commences on the date on which it is signed by the last party to sign it. This BAA continues in force until it is terminated by one of the parties.

**II. COUNTY RESPONSIBILITIES AND AUTHORITY**

2.1. Directly Regulated County acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

2.2. County Compliance with Part 164. County shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). County shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

2.3. Subcontractor Compliance with Part 164. County shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of County agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If County knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, County shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

2.4. Notice of Breach to Contractor County shall report to Contractor any security incident of which it becomes aware, including breaches of Contractor’s unsecured protected health information as required by 45

CFR § 164.410. County shall report to Contractor any successful security incident in detail as promptly as possible and no later than 2 business days after County becomes aware of it. County may report to Contractor unsuccessful security incidents in the aggregate at least once each quarter. County determines if there has been a data breach for data that initiated with County and whether data that initiated with County has been compromised. 45 CFR 164.314 (a)(2)(C).

2.5. Policies and Training County shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. County shall provide its employees working in areas treated as a covered entity with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. County shall ensure that these employees comply with these procedures and policies.

2.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, County shall notify Contractor of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by County to have been accessed, acquired, used, or disclosed during the breach and any other available information that Contractor is required to include in its notice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by County as of the first day on which that breach is known to County or, by exercising reasonable diligence, would have been known to County. County shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of County. 45 CFR 164.410.

2.7. Permitted Uses and Disclosures County may use protected health information provided to County by Contractor data for the following activities:

2.7.1. Treatment of patients,

2.7.2. Payment,

2.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of County,

2.7.4. proper management and administration of County,

2.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

2.7.6. Making the information required to provide an accounting of disclosures available in accordance with Part 164.

2.8. Required Uses and Disclosures County shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by County available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor's or County's compliance with Part 164. County shall also disclose protected health information to Contractor when requested by an individual or the individual's designee, as necessary to satisfy Contractor's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in

a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

2.9. Prohibited Uses and Disclosures County shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by County where County directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

2.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, County shall report to Contractor any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

2.11. Return or Destruction of Data At termination of the BAA, if feasible, County shall return or destroy all protected health information received from, or created or received by County on behalf of Contractor that County still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, County shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

2.12. Compliance with Laws County shall comply with all applicable laws, rules and regulations in the performance of this BAA.

### **III. CONTRACTOR RESPONSIBILITIES AND AUTHORITY**

3.1. Directly Regulated Contractor acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

3.2. Contractor Compliance with Part 164. Contractor shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). Contractor shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

3.3. Subcontractor Compliance with Part 164. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of Contractor agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If Contractor knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, Contractor shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

3.4. Notice of Breach to County Contractor shall report to County any security incident of which it becomes aware, including breaches of County's unsecured protected health information as required by 45 CFR § 164.410. Contractor shall report to County any successful security incident in detail as promptly as possible and no later than 2 business days after Contractor becomes aware of it. Contractor may report to County unsuccessful security incidents in the aggregate at least once each quarter. Contractor determines if there has been a data breach for data that initiated with Contractor and whether data that initiated with Contractor has been compromised. 45 CFR 164.314 (a)(2)(C).

3.5. Policies and Training Contractor shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. Contractor shall provide its

directors, employees, and volunteers with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. Contractor shall ensure that its directors, employees, volunteers and subcontractors comply with these procedures and policies.

3.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, Contractor shall notify County of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor to have been accessed, acquired, used, or disclosed during the breach and any other available information that County is required to include in its notice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by Contractor as of the first day on which that breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor. 45 CFR 164.410.

3.7. Permitted Uses and Disclosures Contractor may use protected health information provided to Contractor by County data for the following activities:

3.7.1. Treatment of patients,

3.7.2. Payment,

3.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of Contractor,

3.7.4. Proper management and administration of Contractor,

3.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

3.7.6. Making the information required to provide an accounting of disclosures available in accordance with § 164.528.

3.8. Required Uses and Disclosures Contractor shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Contractor available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor's or County's compliance with Part 164. Contractor also shall disclose protected health information to County when requested by an individual or the individual's designee, as necessary to satisfy County's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

3.9. Prohibited Uses and Disclosures Contractor shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by Contractor where Contractor directly or indirectly receives remuneration from or on behalf of the recipient of the protected health



information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

3.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, Contractor shall report to County any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

3.11. Return or Destruction of Data At termination of the BAA, if feasible, Contractor shall return or destroy all protected health information received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, Contractor shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

3.12 Compliance with Laws Contractor shall comply with all applicable laws, rules and regulations in the performance of this BAA.

#### **IV. LIABILITY**

4.1. County is not liable for and Contractor assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts and omissions, of the Contractor under this BAA.

4.2. Contractor is not liable for and County assumes full risk of any claims, damages or attorney's fees of every kind for injury or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts or omissions, of the County under this BAA.

4.3. By entering into this BAA, County does not waive, and shall not be deemed to waive, any right, defense, or immunity that County may have.

#### **V. LIMIT ON AGENTS**

5.1. No agent, official, employee, or representative of County has the authority to amend or assign this BAA or waive violations of it unless expressly granted this specific authority by the Commissioners Court.

#### **VI. BREACH**

6.1. The failure of either party to comply with the terms and conditions of this BAA is a breach of this BAA.

#### **VII. MEDIATION**

7.1. When mediation is acceptable to both parties in resolving a dispute arising under this BAA, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

#### **VIII. TERMINATION**

8.1 County for Cause Termination. County has the right to terminate this BAA and the BAA, in whole or in part, for one or more of the following reasons at any time in compliance with 7.2:

8.1.1 Contractor fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

8.1.2 Contractor has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

8.1.3 Contractor has failed to comply with any term or condition of this BAA, or

8.1.4 Contractor is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

8.2 Procedure. At least thirty (30) days before the effective date of termination, County must notify Contractor in compliance with Article XIII of the decision to terminate this BAA, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the BAA to be terminated. Contractor may avoid termination of this BAA pursuant to 7.1.1, 7.1.2, and 7.1.3 if Contractor cures the breach to the satisfaction of County within thirty (30) days of receipt of notice of breach. The time to cure may be extended, at the sole discretion of County, as long as the Contractor diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the Contractor is in default and the participation of the Contractor is automatically terminated on that date.

8.3 Contractor For Cause Termination. Contractor may terminate this BAA, in whole or in part, at any time for any of the following reasons in compliance with 7.4:

8.3.1 County fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

8.3.2 County has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

8.3.3 County has failed to comply with any term or condition of this BAA, or

8.3.4 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

8.4 Procedure. At least thirty (30) days before the date of termination, Contractor must notify County in compliance with Article XIII of the decision to terminate this BAA, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the BAA to be terminated. County may avoid termination of this BAA pursuant to 7.3.1 or 7.3.2 or 7.3.3 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the Contractor prior to the effective date of termination.

8.5 Mutual Termination. Either party has the right to terminate this BAA, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this BAA would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the BAA to be terminated.

## **IX. NON-WAIVER AND RESERVATION OF REMEDIES**

9.1. Non-Waiver. Any act of forbearance by either party to enforce any provision of this BAA shall not be interpreted as a modification of this BAA or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this BAA shall not be interpreted as a waiver of that right or privilege. In this BAA, County and Contractor do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

9.2. Reservation of Rights and Remedies. All rights of both parties under this BAA are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this BAA. Any right or remedy stated in this BAA must not preclude the exercise of any other right or remedy under this BAA, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## X. ENTIRE AGREEMENT

10.1. Agreement All Inclusive. All oral and written agreements between the parties to this BAA relating to the subject matter of this BAA that were made prior to the execution of this BAA have been reduced to writing and are contained in this document.

## XI. ASSIGNABILITY

11.1. Neither party may assign any of the rights or duties created by this BAA without the prior written approval of the other party. It is acknowledged by Contractor that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

## XII. AMENDMENTS

12.1. Amendment of BAA. Any change to the provisions of this BAA must be made in writing and signed by both parties: County and Contractor. It is acknowledged by Contractor that no officer, agency, employee or representative of County has any authority to change the provisions of this BAA unless expressly granted that authority by Commissioners Court.

12.2. Contractor Request. Contractor must submit all requests for changes to this BAA to the County Purchasing Agent. The County Purchasing Agent must present the Contractor 's requests to Commissioners Court for consideration.

12.3. County Request. County must submit all requests for changes to this BAA to the person designated for notice by Contractor. That person must present County's requests to the Contractor for consideration.

## XIII. NOTICES

13.1. Written Notice. All notices sent pursuant to this BAA shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

13.2. County Address. Notice sent pursuant to this BAA may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

County Purchasing Agent  
700 Lavaca, Suite 800  
Austin, Texas 78701

13.3. If mailed, notice shall be mailed to the following address:

County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767

13.4. Contractor Addresses. Paper Notices sent pursuant to this BAA shall be delivered or mailed to Contractor at the addresses shown in its contract with County for third party administration service for its health plan unless notice of change has been provided.

13.5. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

13.6 Change of Address. Contractor may change its address for notice under this contract by providing a notice of the change to County in compliance with this Article XIII.

#### **XIV. INTERPRETATION OF CONTRACT**

14.1. Third Party Rights Not Created. This BAA is not intended and shall not be interpreted to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor Contractor is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

14.2. Law. This BAA is governed by the laws of the United States of America and the laws of Texas. This BAA is performable in Travis County, Texas.

14.3. Severability. If any portion of this BAA is ruled invalid by a court of competent jurisdiction, the remainder of it must be construed as if that portion were not included in the BAA and the remainder remains valid and binding.

14.4. Definitions. In this BAA, all words and phrases used in this BAA and defined in 45 CFR Parts 160 through 164 inclusive have the same meaning in this BAA as they have in 45 CFR Parts 160 through 164 inclusive. In addition, in this BAA

14.4.1. Business Day. "Business Day" means Monday through Friday unless County has designated one of these days as a County holiday.

14.4.2. Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.

14.4.3. HIPAA "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

14.4.4. HITECH "HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009.

14.4.5. Part 164. "Part 164" means 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH.

14.4.6. County Purchasing Agent. "County Purchasing Agent " means the Travis County Purchasing or her designee.

14.5. Computation of Time. When any period of time is stated in this BAA, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days must be omitted from the computation.

14.6. Number and Gender. Words of any gender in this BAA must be construed to include any other gender and words in either number must be construed to include the other unless the context in the BAA clearly requires otherwise.

14.7. Headings. The headings at the beginning of the various provisions of this BAA have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this BAA.

**XV. DUPLICATE ORIGINALS**

15.1. This document is executed in duplicate originals.

**TRAVIS COUNTY**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge  
Travis County, Texas

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

**CONTRACTOR**

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

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

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

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

Draft

**NOTE: PARTS II-FOR FULLY INSURED, III-FFOR FULLY INSURED, AND IV-FFOR FULLY INSURED, ALONG WITH THE CONTRACTOR'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, BECOME THE CONTRACT.**

**PART II - SPECIFIC REQUIREMENTS: STOP LOSS FOR FULLY INSURED**

1.0 **EFFECTIVE DATE OF COVERAGE:** The effective date of the Stop Loss insurance will be 12:00:01 a.m., October 1, 2014.

2.0 **TRAVIS COUNTY'S ESSENTIAL ELEMENTS OF COVERAGE:**

Stop Loss policies must include coverage for all eligible employees, dependents, and retirees as defined in the Summary Plan Description.

High dollar claims submitted to the stop loss carrier must not be delayed or pended if all of the paperwork is submitted according to established protocol only for verification of the individual's eligibility if the individual's eligibility has been determined on a previous claim.

The "group health plans" are the plans on file with the Third Party Administrator at the time coverage is issued. Any amendments to the plans such as an amendment extending coverage to those who meet the definition of eligible dependent must be approved in writing by the County and the stop loss carrier. Changes in claims experience and employee demographics clauses that permit the insurer to change its coverage in the event that the number of covered employees increases or decreases by a certain percentage, must be eliminated from all layers of stop loss coverage.

In the alternative, carrier must agree to provide 120 day notice of rate or coverage change including cancellation due to claim or demographic changes.

Contractor shall provide Standard monthly reports and custom reports as required.

Contractor shall provide quarterly reviews and an annual review with the Account Management Team.

Contractor must provide an interface with the SAP custom interface for file feeds and interface with 834 file

Contractor shall provide a secure portal to share data.

Contractor shall interface with other Travis County contractors.

Contractors shall allow County to self-bill administrative fees on a monthly basis.

File Transfer Method and Frequency: Contractor must support the File Transfer Protocol via an FTP server, and Travis County must be able to login to the FTP server. Contractor must allow Travis County to transfer files on whatever frequency is needed (i.e. daily, weekly, bi-weekly, and monthly)

Claims and Customer Service: Contractor must provide prompt customer service and thorough and responsive processing of all claims submitted by the plan participants. Travis County reserves the right for representatives to visit and review the provider's claims processing operations during normal business hours

Notice of Denial: In case of denial of a claim for payment for any reason, Contractor notifies the claimant in writing in a clear, concise and easy-to-understand manner giving the reason for denial. If

there is an appeal process involved, the claimant will be provided full information relating to the procedures and steps to follow.

**Communication:** Contractor commits to a high level of communication so participants can have an understanding of the plan's design and value of the benefits being offered. Contractor should provide high quality communication to employees by conducting meetings and by providing written and visual materials in a simplified, easy-to-understand manner. Contractor must attend all open enrollment meetings and health fairs.

**Contract Transition:** When services end either by contract expiration or by termination, Contractor shall continue services at the rates applicable to the most recent term until a new provider becomes operational, if requested by Travis County. Contractor acknowledges its responsibility to cooperate fully with the replacement provider and Travis County to assist with and ensure a smooth transition.

## **PART II - SPECIFIC REQUIREMENTS: VISION FOR FULLY INSURED COVERAGE**

1.0 **EFFECTIVE DATE OF COVERAGE:** The effective date of the vision insurance will be 12:00:01 a.m., October 1, 2014.

2.0 **TRAVIS COUNTY'S ESSENTIAL ELEMENTS OF COVERAGE:**

Policy must include coverage for all eligible employees, dependents, and retirees as defined in the Summary Plan Description.

The "group health plans" are the plans on file with the Third Party Administrator at the time coverage is issued. Any amendments to the plans such as an amendment extending coverage to those who meet the definition of eligible dependent must be approved in writing by the County and the vision carrier. Changes in claims experience and employee demographics clauses that permit the insurer to change its coverage in the event that the number of covered employees increases or decreases by a certain percentage, must be eliminated from all layers of stop loss coverage.

In the alternative, carrier must agree to provide 120 day notice of rate or coverage change including cancellation due to claim or demographic changes.

Contractor shall provide Standard monthly reports and custom reports as required.

Contractor shall provide quarterly reviews and an annual review with the Account Management Team.

Contractor must provide an interface with the SAP custom interface for file feeds and interface with 834 file

Contractor shall provide a secure portal to share data.

Contractor shall interface with other Travis County contractors.

Contractors shall allow County to self-bill for premium on a monthly basis.

**File Transfer Method and Frequency:** Contractor must support the File Transfer Protocol via an FTP server, and Travis County must be able to login to the FTP server. Contractor must allow Travis County to transfer files on whatever frequency is needed (i.e. daily, weekly, bi-weekly, and monthly)

**Claims and Customer Service:** Contractor must provide prompt customer service and thorough and

responsive processing of all claims submitted by the plan participants. Travis County reserves the right for representatives to visit and review the provider's claims processing operations during normal business hours

**Notice of Denial:** In case of denial of a claim for payment for any reason, Contractor notifies the claimant in writing in a clear, concise and easy-to-understand manner giving the reason for denial. If there is an appeal process involved, the claimant will be provided full information relating to the procedures and steps to follow.

**Communication:** Contractor commits to a high level of communication so participants can have an understanding of the plan's design and value of the benefits being offered. Contractor should provide high quality communication to employees by conducting meetings and by providing written and visual materials in a simplified, easy-to-understand manner. Contractor must attend all open enrollment meetings and health fairs.

**Contract Transition:** When services end either by contract expiration or by termination, Contractor shall continue services at the rates applicable to the most recent term until a new provider becomes operational, if requested by Travis County. Contractor acknowledges its responsibility to cooperate fully with the replacement provider and Travis County to assist with and ensure a smooth transition.

Contractor must agree to mirror provisions of Plan Document/Summary Plan Description.

### **PART III - SPECIAL PROVISIONS FOR FULLY INSURED COVERAGE**

- 1.0 **TERM OF AGREEMENT:** The initial term of agreement is for two years from 12:00:00 a.m., October 1, 2014 through 11:59:59 p.m., September 30, 2016.
- 2.0 **OPTION TO EXTEND:** County may unilaterally extend this Contract for two (2) additional one (1) year periods. In addition the County may unilaterally extend the contract for three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. Contractor shall provide notice of any renewal increase at least 90 days before the end of the current term. County may exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. Changes in rates shall not occur more than once annually on the anniversary of the commencement of the contract. The total term of this Contract, including the Options to Extend, shall not exceed fifty-one (51) months. County has the right to exercise all or a portion of the Options to Extend, in any combination it deems necessary.
- 3.0 **ADMINISTRATION OF CONTRACT:** Contractor shall perform all services necessary to place and manage the policy in a good and workmanlike manner at a standard acceptable for a similar business in Travis County and to render all services promptly and efficiently. The Contractor shall name the person or the team that will manage this account and act as the contact for Travis County.
- 4.0 **MINIMUM COVERAGE FOR INSURANCE:**
- 4.1 Minimum Coverage. Minimum insurance coverage may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy. Contractor acknowledges and shall maintain the following standard minimum insurance coverage applicable to Contractor and any subcontractor performing work related to Services all in compliance with Part IV-For Fully Insured Coverage, sections 26.1 and 26.2:



- 4.1.1 Workers' compensation and employers' liability insurance that meets the following requirements:
- 4.1.1.1 Coverage that is consistent with statutory benefits outlined in the Texas Workers' Compensation Act,
- 4.1.1.2 Employers' liability limits of:
- \$500,000 bodily injury each accident,
  - \$500,000 bodily injury by disease, and
  - \$500,000 policy limit.
- 4.1.1.3 Policies that are subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:
- Waiver of Subrogation (Form 420304), and
  - Thirty (30) day Notice of Cancellation (Form 420601).
- 4.1.2 Commercial general liability insurance that meets the following requirements:
- 4.1.2.1 Minimum limits for coverage:
- \$500,000 per occurrence for coverage A for Bodily Injury and Property Damage,
  - \$500,000 per occurrence for coverage B Personal Injury and Advertisement, and
  - \$1,000,000 policy aggregate.
- 4.1.2.2 Policy that is subject to the laws of the State of Texas and contains the following coverage or is endorsed in favor of Travis County as follows:
- Blanket contractual liability for this Contract,
  - Independent Contractor Coverage,
  - Waiver of Subrogation (Form CG 2404),
  - Thirty (30) day Notice of Cancellation (Form CG 0205), and
  - Travis County named as additional insured (Form CG 2010).
- 4.1.3 Business automobile liability insurance that meets the following requirements:
- 4.1.3.1 If any form of transportation for county personnel or clients is provided, minimum coverage for all owned, non-owned, and hired vehicles with a combined single limit of \$300,000 per occurrence.
- 4.1.3.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:
- Waiver of Subrogation (Form TE 2046A),
  - Thirty (30) day Notice of Cancellation (Form TE 0202A), and
  - Travis County named as additional insured (Form TE 9901B).

4.1.3.3 Alternative Insurance Requirement. If no transportation services of any type are provided, and use of motor vehicles is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$100,000 / \$300,000 / \$50,000 may be provided in lieu of Business Automobile Liability Insurance in sections 5.1.3.1 and 5.1.3.2.

4.1.3.4 Any Policy under section 5.1.3.3 must be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A), and  
Travis County named as additional insured (Form TE 9901B).

4.1.4 Professional liability / E & O insurance that meets the following requirements:

4.1.4.1 Minimum limit for coverage for malpractice, negligent acts, errors, or omissions and sexual harassment:

4.1.4.1.1 \$1,000,000 per claim, and

4.1.4.1.2 \$3,000,000 aggregate.

4.1.4.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

4.1.4.2.1 Waiver of Subrogation (if including in Commercial General insurance, Form CG 2404 or its equivalent, and

4.1.4.2.2 Thirty (30) day Notice of Cancellation (if including in Commercial General Insurance, Form CG 2404 or its equivalent.

4.1.4.3 If coverage is written on a claims made basis, the retroactive date must be prior to the earlier of the date this Contract is signed or effective and include a three (3) year extended reporting period from the date this Contract ends. The Certificate of Insurance must state whether the coverage is claims made and contain both the retroactive date of coverage and the extended reporting date.

4.1.4.4 Any subcontractor who is not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

4.1.5 Blanket Crime Policy Insurance.

4.1.5.1 Contractor shall provide a Blanket Crime Policy with a minimum coverage of the total amount payable under the Contract or for the amount of scheduled advances in the Escrow Account.

4.1.5.2 If coverage is written on a claims made policy, the retroactive date shall be prior to the date Services begin under this Contract or the effective date of this Contract, whichever is earlier. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. The Certificate of Insurance shall clarify whether coverage is claims made and shall

contain both the retroactive date of coverage and the extended reporting period date.

4.1.5.3 Additional insured status for Travis County is **not** required.

4.2 Contractor must mail the Certificate of Insurance, and updates, submitted in compliance with Part IV-For Fully Insured Coverage to the following address:

Cyd Grimes  
Travis County Purchasing Agent  
RFP # 1311-003-CW  
P.O. Box 1748  
Austin, Texas 78767

#### **PART IV - GENERAL PROVISIONS FOR FULLY INSURED COVERAGE**

##### 1.0 GENERAL DEFINITIONS:

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
- 1.4.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in exchange for personal services or for purchase or use of any property or property interest, either real or personal, either legal or equitable; or
- 1.4.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- 1.4.3 but does not include
- 1.4.3.1 any retail transaction for goods or services sold to a Key Contracting person at a posted, published, or marked price available to the general public,
- 1.4.3.2 any financial services product sold to a Key Contracting person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
- 1.4.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in position that he or she should have known about the contract.
- 1.5 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.

- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent or her designee.
- 1.7 "County" means Travis County, a political subdivision of the State of Texas.
- 1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
- 1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
- 1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 **RESERVED**

3.0 **CONTRACTOR CERTIFICATIONS:**

- 3.1 Contractor certifies that it is a duly qualified, capable, and otherwise bondable business entity, that it is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that Contractor is not currently delinquent with respect to payment of property taxes within County.
- 3.2 Contractor warrants that all applicable copyrights, patents, and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in this Contract. This section shall not be interpreted as a waiver of sovereign immunity and County retains all of its affirmative defenses.
- 4.0 **DISPUTES AND APPEALS:** The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, in relation to disputes is void unless otherwise stated in this Contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is

not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

- 5.0 **FUNDING OUT:** Despite anything to the contrary in this contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this contract after giving Contractor thirty (30) days written notice that this contract is terminated due to the failure to fund it.
- 6.0 **RESERVED**
- 7.0 **INVOICING/PAYMENTS:**
- 7.1 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- 7.2 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
- Travis County Auditor  
P.O. Box 1748  
Austin, Texas 78767
- 7.3 Contractor shall accept self-billing on a monthly basis from County.
- 7.4 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
- 7.5 Accrual and payment of interest on overdue payments shall be governed by Texas Government Code Annotated, chapter 2251.
- 8.0 **DISCOUNTS:** In connection with any discount offered, time is computed from the date of receipt of goods or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check or warrant.
- 9.0 **OFFICIALS NOT TO BENEFIT:** If a member of the Commissioners Court belongs to a cooperative association, the County may purchase services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 10.0 **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no persons or selling agency has been retained to solicit this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion, as applicable, to add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**11.0 ASSIGNMENT:**

11.1 Assignment. The parties to this contract shall not assign any of the rights or obligations under this contract without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this contract unless that specific authority is expressly granted by Commissioners Court.

11.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this contract if the assignment or transfer is made in compliance with the provisions of this contract.

11.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

12.0 **FORCE MAJEURE:** Neither party is liable to the other for any delays or damages or any failure to act caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this contract, or caused by strikes not against the parties, actions of the elements, or acts of God and delays due to the above causes shall not be considered a breach of this contract.

13.0 **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this contract on thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder. This section shall not be interpreted as a waiver of sovereign immunity and County retains all of its affirmative defenses.

14.0 **TERMINATION FOR DEFAULT:** Failure by either County or Contractor in performing any provisions of this contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent or County Attorney at the address provided in this contract. Notices issued by or to anyone other than the Purchasing Agent or County Attorney are null and void, and considered as not having been issued or received. County reserves the right to enforce the performance of this contract in any manner prescribed by law in case of default and may contract with another party with or without

competition or further notification to the Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss or damage to the County derived under this contract if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, are not liable for loss of any profits anticipated to be made under this contract. This section shall not be interpreted as a waiver of sovereign immunity and County retains all of its affirmative defenses.

#### 15.0 **CHANGES:**

15.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this contract that do not result in premium changes in any one of the following:

15.1.1 Description of services;

15.1.2 Place of delivery;

15.1.3 Any aspect of contract to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

15.2 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that specific authority by the Commissioners Court.

15.3 If any change under 16.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify the contract. Contractor must submit any "proposal for adjustment" within 30 days after the date of receipt of the written order.

15.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

16.0 **COUNTY ACCESS:** Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or 3 years after completion of the contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

17.0 **CIVIL RIGHTS/ADA COMPLIANCE:** Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race,

religion, color, sex, national origin, age or handicapped condition.

18.0 **RESERVED**

19.0 **ASSIGNMENT OF CONTRACT OR MORTGAGE:** Contractor must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

20.0 **GRATUITIES:** County may terminate this contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by Contractor or any agent or representative of Contractor to any County official or employee with a view toward securing favorable treatment with respect of this contract. If this contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

21.0 **FORFEITURE OF CONTRACT:** Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

21.1 Contractor was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date of which its proposal was due with one or more Key Contracting Persons; or

21.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this Contract was submitted and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days commencing business with that Key Contracting Person.

22.0 **NOTICES:**

22.1 Any notice required or permitted to be given under this contract by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party to whom the notice is to be given at the address in this section.

22.2 The address of County for all purposes under this contract shall be:

Cyd Grimes, C.P.M. (or her successor in office)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767-1748

22.3 The address of the Contractor for all purposes under this contract shall be the address shown in the Notice of Contract Award.

22.4 Each party may change the address for notice to it by giving notice of the change in compliance with this section.



**23.0 CONSTRUCTION OF CONTRACT:**

- 23.1 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this contract is in Travis County, Texas.
- 23.2 Severability. If any portion of this contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 23.3 Headings. Headings and titles at the beginning of the various provisions of this contract have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in construing this contract.
- 23.4 Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this contract are stated in Central Standard Time or Central Daylight Saving Time as applicable in Austin, Texas at that time of year.
- 23.5 Gender and Number: Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

24.0 **ENTIRE CONTRACT:** All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

25.0 **CONTRACTOR INDEMNIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this contract.

**26.0 INSURANCE REQUIREMENTS:**

26.1 Contractor shall have and maintain at least the minimum types of insurance listed in Part III-FOR FULLY INSURED COVERAGE throughout the term of this Contract. Contractor's insurance must be sufficient to cover the needs of Contractor pursuant to applicable generally accepted business standards related to the risks associated with providing the Services, but not less than the minimum coverage limits listed in Part III-FOR FULLY INSURED COVERAGE. Depending on Services provided by Contractor, supplemental insurance requirements or alternate insurance options may apply in addition to those listed in Part III-FOR FULLY INSURED COVERAGE. If County authorizes Contractor to subcontract Services under this Contract, Contractor shall either maintain insurance that covers all subcontractors and complies with 26.2 and Part III-FOR FULLY INSURED COVERAGE throughout the term of the Contract or ensure that all subcontractors have and maintain insurance for the work related to the Services that is performed by them and that their insurance complies with sections 26.1 and 26.2 and Part III-FOR FULLY INSURED COVERAGE while performing work related to the Services.

26.2 General Insurance Requirements. Contractor shall comply with the following requirements

related to insurance:

- 26.2.1 Contractor shall obtain insurance written by companies licensed in Texas that have an A.M. Best rating of B+ VIII or higher. If Contractor wants to use surplus carriers, these carriers are subject to County approval.
- 26.2.2 Insurance that names Travis County as an additional insured is primary for all claims under it.
- 26.2.3 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor.
- 26.2.4 Before Contractor begins Services, Contractor shall have at least the required insurance in force. Contractor shall not allow any insurance to be cancelled or lapse and shall not permit the minimum limits of coverage to erode or otherwise be reduced during this Contract. Contractor is responsible for all premiums, deductibles, and self-insured retention.
- 26.2.5 Contractor shall submit a Certificate of Insurance written on the state-approved form and signed by the writing agent or the carrier to the Purchasing Agent within ten (10) Working Days after the earlier of execution of the Contract by both parties, or the effective date of the Contract. The Certificates of Insurance must include the Travis County contract number, all deductibles and self-insured retention, and the following endorsements, if applicable:
- 26.2.5.1 an endorsement that names Travis County as additional insured where County's interest may lie,
  - 26.2.5.2 an endorsement which makes the insurance primary for all claims,
  - 26.2.5.3 a Waiver of Subrogation endorsement
  - 26.2.5.4 a Thirty (30) Day Notice of Cancellation endorsement
- 26.2.6 Contractor shall provide replacement Certificates of Insurance to the Purchasing Agent within ten (10) days of the each renewal of insurance during the term of this contract in compliance with section 5.5.3.
- 26.2.7 On its request, County is entitled to receive certified copies of policies and endorsements at no additional expense to County.
- 26.2.8 Contractor acknowledges that County has the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the Services have changed or expanded.

## 27.0 ADDITIONAL GENERAL PROVISIONS:

- 27.1 County may assign any of its obligations under this contract.
- 27.2 Contractor must comply with all Federal and state laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this contract.

- 27.3 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 27.4 Contractor must pay all taxes and license fees imposed by the Federal and the State governments and their agencies and political subdivisions upon the property and business of Contractor.
- 27.5 Despite anything to the contrary in this contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the portion of the amount owing to it under this contract that is equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 28.0 **DESIGNATED COUNTY HOLIDAYS 2014:** No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

New Year's Day (January 1st or Monday after if it falls on a weekend)

Martin Luther King, Jr. Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (4th Monday in May)

Independence Day (July 4th or Monday after if it falls on a weekend)

Labor Day (1st Monday in September)

Veteran's Day (November 11th or Monday after, if it falls on a weekend)

Thanksgiving Day (4th Thursday AND Friday in November)

Christmas Season (December 25th AND either day before or day after whichever allows a four day weekend, if possible)

29.0 **RESERVED**

30.0 **DELAYED PAYMENT TO CONTRACTOR DUE TO OUTSTANDING DEBT:**

- 30.1 In this section, "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written contracts with the County.
- 30.2 In accordance with Section 154.045 of the Local Government Code, if notice of Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of Contractor to the State, the County or a salary fund, a check or warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of Contractor until the County Treasurer notifies Contractor in writing that the Debt is outstanding; and the Debt is paid.
- 30.3 County may apply any funds County owes Contractor to the outstanding balance of Debt for which notice is made under section 30.2 if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding Debt.

31.0 **NON-WAIVER OF DEFAULT:**

- 31.1 The waiver of a breach of any term or condition of this contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term or condition. No official, agent, employee or representative of County may waive any breach of any term or condition of this contract unless expressly granted that specific authority by Commissioner Court.

31.2 All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

32.0 **CERTIFICATION OF ELIGIBILITY:** Contractor shall provide County with the certification in Contract Attachment C-For Fully Insured Coverage at the time of submission of its proposal and at the time of execution of this contract. If Contractor is placed on the list during the term of this contract, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this contract for default.

33.0 **CONFLICT OF INTEREST QUESTIONNAIRE:** If required, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor acknowledges that the law requires that the County provide access to this questionnaire on the official Travis County website.

**CONTRACTOR:**

**TRAVIS COUNTY:**

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

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

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

Samuel T. Biscoe, Travis County Judge

Its Duly Authorized Agent

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

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

**APPROVED AS TO FORM:**

**AVAILABILITY OF FUNDS CONFIRMED:**

\_\_\_\_\_  
Barbara Wilson, Travis County Attorney

\_\_\_\_\_  
Nicki Riley, CPA, Travis County Auditor

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

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

**COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:**

\_\_\_\_\_  
Cyd V. Grimes, CPM, CPPO, Travis County Purchasing Agent

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

**SOLICITATION ATTACHMENT 3 - REFERENCES**

Vendor must complete and return concurrently with this solicitation to the Travis County Purchasing Office. At least five (5) references must be identified. References listed must have done similar business with the vendor within the past five (5) years. Three (3) references must be current customers, and two (2) references must be former customers within the past two (2) years. County reserves the right to contact customer references listed and to use this information as a consideration when making a procurement decision. Offers will be considered only from contractors who, in the judgment of County, are able to show evidence of responsibility through their satisfactory past performance and demonstrated competence.

**CURRENT CUSTOMER:**

AGENCY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDITIONAL DETAILS: \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDITIONAL DETAILS: \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDITIONAL DETAILS: \_\_\_\_\_

**FORMER CUSTOMER:**

AGENCY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDITIONAL DETAILS: \_\_\_\_\_

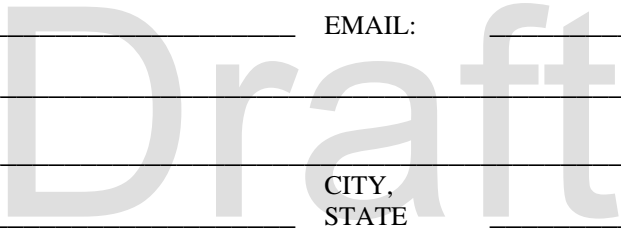
AGENCY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE \_\_\_\_\_

POINT OF CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDITIONAL DETAILS: \_\_\_\_\_



**SOLICITATION ATTACHMENT 4 – ETHICS AFFIDAVIT**  
**(Contract Attachment D)**

STATE OF TEXAS  
COUNTY OF TRAVIS

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Contractor: \_\_\_\_\_  
County of Contractor: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of Key Contracting Persons associated with this Contract which is attached to this affidavit as Exhibit 1.
5. Affiant has personally read Exhibit 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit 1 with whom Contractor is doing business or has done business during the 365-Day period immediately before the date of this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Typed or printed name of notary

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**November 19, 2013**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar*	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Bruce Todd*	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	CharylN Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Barbara Smith*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leslie Browder	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	

Attorney, Transactions Division .....Mary Etta Gerhardt  
 Attorney, Transactions Division .....Barbara Wilson  
 Attorney, Transactions Division .....Jim Connolly  
 Attorney, Transactions Division .....Tenley Aldredge  
 Director, Health Services Division .....Beth Devery  
 Attorney, Health Services Division .....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV .....CW Bruner, CTP  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Loren Breland, CPPB  
 Purchasing Agent Assistant IV .....John E. Pena, CTPM  
 Purchasing Agent Assistant IV .....Rosalinda Garcia  
 Purchasing Agent Assistant IV .....Angel Gomez\*  
 Purchasing Agent Assistant IV .....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III .....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 Purchasing Agent Assistant III .....Sydney Ceder\*  
 Purchasing Agent Assistant III .....Ruena Victorino\*  
 Purchasing Agent Assistant III .....Rachel Fishback\*  
 Purchasing Agent Assistant II.....Vacant  
 Purchasing Agent Assistant II.....L. Wade Laursen  
 Purchasing Agent Assistant II.....Sam Francis  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist.....Betty Chapa  
 HUB Specialist.....Jerome Guerrero  
 Purchasing Business Analyst .....Scott Worthington  
 Purchasing Business Analyst .....Jennifer Francis  
 Purchasing Business Analyst .....Jennifer Francis  
 HRMD, Benefits Director .....Debbie Maynor  
 HRMD, Benefits Manager .....John Rabb  
 HRMD, Benefits Administrator.....Shannon M. Steele  
 HRMD, Lead HR Financial Analyst.....Norman McRee  
 HRMD-Benefits .....Zetta Garnett  
 HRMD-Benefits .....Virginia Aleman  
 HRMD-Clinic .....Josie Pena  
 Auditor .....Beth Blankenship  
 Auditor .....Bernadette Gutilla  
 Auditor .....Greg Jacobs  
 Planning and Budget Office.....Travis Gatlin  
 Planning and Budget Office.....Diana Ramirez  
 Planning and Budget Office.....Jessica Rio  
 TNR.....Tina Salazar



ITS.....Tonya Mills  
 AFSCME.....Greg Powell  
 Health/Human Services .....Nancy Goodman-Gill  
 Commissioner, Precinct 3 .....Martin Zamzow  
 District Attorney .....Michele Pearson  
 District Attorney .....Kenneth Evans  
 Facilities Management .....Amy Draper  
 Facilities Management .....Kimberley Jamail  
 Records Mgmt & Communications .....Dobbs Rogers  
 TCSO .....Margaret Seville  
 TCSO .....Carri Turner  
 Tax Office .....Kathleen Bellerose  
 Retiree .....Amador Munoz  
 CJP .....Kristy Vargas

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant II.....	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3.....	Karen Huber.....	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler.....	01/01/14
Executive Assistant.....	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2.....	Sarah Eckhardt.....	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14

\* - Identifies employees who have been in that position less than a year.

**SOLICITATION ATTACHMENT 5**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**  
**VOLUNTARY EXCLUSION FOR COVERED**  
**(Contract Attachment C)**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

**By signing and submitting this certification, the contractor/potential contractor accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principle,” “proposal,” and “voluntarily excluded,” as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

**Do you have or do you anticipate having subcontractors under this proposed contract?**

YES  NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Representative

Date Printed/Typed Name & Title of Authorized Representative

Draft

**SOLICITATION ATTACHMENT 6 - CONFLICT OF INTEREST QUESTIONNAIRE**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <span style="float: right;"><b>FORM CIQ</b></span>                  For vendor or other person doing business with local governmental entity</p>	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire shall be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of person who has a business relationship with local governmental entity</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____ Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) shall be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p><b>4</b></p> <p align="center">_____ Signature of person doing business with the governmental entity <span style="float: right;">_____ Date</span></p> <p align="right">Adopted 06/29/07</p>	

**SOLICITATION ATTACHMENT 7 – HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION**

<b>SECTION 1</b> <b>PROPOSER AND SOLICITATION INFORMATION</b>			
PROPOSER Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Project Name:	Total Bid Amount:	Solicitation #:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
<b>Definitions:</b> <i>HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise</i>			

<p>The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Proposers to register as a County vendor through the County's online vendor registration <i>*Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.</i></p>			
<b>SECTION 2</b> <b>SUBCONTRACTING INTENTIONS</b>			
Percentage to be subcontracted to Certified HUBs:			
Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
Check the box that applies to the Proposer:			
<input type="checkbox"/> We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)			
<input type="checkbox"/> We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)			
<input type="checkbox"/> We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)			

<b>SECTION 3</b> <b>DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS</b>		(Duplicate as necessary)	
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.			
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>			
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

**SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS** (Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project.

Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	

**SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST**

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

- All subs to be utilized are "Non-HUBs."
- HUBs solicited did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):

**SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST**

The following checklist shall be completed by the Proposer and returned with the response. This list contains the minimum efforts that should be put forth by the Proposer when attempting to achieve or exceed the HUB goals. The Proposer may go beyond the efforts listed below. If additional information is needed, the Proposer will be contacted by the HUB Program Staff. Select the box that describes your efforts.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and industry practices.
- Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?  
The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Proposers organization.)
- If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?  
If yes, provide a copy of the rejection letter.
- Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
- Proposer has (0) zero HUB participation. Provide an explanation

**SECTION 7 RESOURCES**

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	<a href="http://www.acta-austin.com">www.acta-austin.com</a>
Austin Black Contractors	467-6894	467-9808	<a href="http://www.abcatx.com">www.abcatx.com</a>
Austin Metropolitan United Black Contractors	784-1891	255-1451	<a href="mailto:unism@sbcglobal.net">unism@sbcglobal.net</a>
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	<a href="http://www.ushca-austin.com">www.ushca-austin.com</a>
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Proposers List	<a href="http://www.cpa.state.tx.us/business.html">www.cpa.state.tx.us/business.html</a>		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	<a href="http://www.austintexas.gov/department/small-and-minority-business">www.austintexas.gov/department/small-and-minority-business</a>		Certified Vendors Directory
Texas Unified Certification Program	<a href="http://www.dot.state.tx.us/business">www.dot.state.tx.us/business</a>		TUCP DBE Directory



**SECTION 8**      **AFFIRMATION**

As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Proposer listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.

Proposer understands and agrees that, if awarded any portion of the solicitation:

- The Proposer shall either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.
- The Proposer shall seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Proposer shall complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.
- Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Proposer.

Name and Title:	Date:
E-mail Address:	Signature:
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title:	E-mail Address:
Phone No.:	Fax No.:

Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.

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