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AT _____ O'CLOCK _____ M

JUN 06 2025

Janet T. Newton
COUNTY CLERK, CORYELL CO., TEXAS



Request for Proposals

Sealed proposals will be received on behalf of Coryell County for:

Fully Insured, Level Funded

Medical Benefits

RFP #25-03

Sealed proposals will be received until

2:00 p.m. CST on June 30, 2025

CORYELL COUNTY TREASURER'S OFFICE,

800 E. Main St., Suite A

GATESVILLE, TEXAS 76528

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*Census includes Active Employees, Retirees, and Cobra Participants. Medical coverage is not mandatory for Active Employees, Retirees, and Cobra Participants.

INSTRUCTIONS FOR RESPONDENTS

Coryell County, on behalf of the Coryell County Employee Benefits Trust ("Trust"), is seeking proposals from qualified companies to provide a response for "Medical Benefits".

1. Completed proposals must be received in the Coryell County Treasurer's Office on or before **2:00 P.M. CST on June 30, 2025**. Your sealed proposal submission shall include one (1) complete original, five (5) complete copies, and two (2) flash/jump drives of the complete RFP response. Electronic copies should be in MS Word or PDF unencrypted, and non-password protected format. All physical copies must have the same attachments as the original including the proposed rates contained within **Attachment B**.
2. Proposals must be sealed and shall be hand delivered or mailed to:

**Coryell County Treasurer's Office
Attn: County Treasurer
800 E. Main St., Suite A
Gatesville, Texas 76528**

On the lower left-hand corner of the sealed envelope or box, please write the Phrase:

"RFP #25-03, Fully Insured, Level Funded Medical Benefits"

If a delivery service is used, the Respondent's name, address, RFP number and RFP name, closing date, and time should be clearly marked on the outside of the delivery service envelope or box. The proposal will be date/time stamped in the Treasurer's Office when received, and this shall be considered to be the official time of receipt.

Respondents are responsible for checking the County's website regularly for any changes to the Proposal documents, such as addenda, clarifications and questions located at <https://www.coryellcounty.org/page/coryell.Bids.RFQ>.

Facsimile and electronic mail submissions are **not** acceptable.

3. Please submit your proposal information in the order as shown in the "The Table of Contents". Please tab with page numbers, each section of your proposal so the County can easily identify each section of your submission. Your proposal must include all items set forth in this RFP.
4. Proposals must be legible and of a quality that can be reproduced.
5. All proposals shall be submitted on the forms provided in this RFP packet. Changes to the RFP document made by Respondents may disqualify their proposal.
6. Proposed Respondents may acquire all of the "Additional Information", in digital format, from the County Treasurer's Office, by email request to county_treasurer@coryellcountytexas.gov.
7. The Respondent shall sign and date the proposal page provided within the RFP. The person signing the proposal must have the authority to bind the firm in a contract. Proposals which are not signed and dated in this manner may be rejected.

8. Proposals received after the submission deadline will be considered void and unacceptable. Coryell County and the Coryell County Employee Benefits Trust are not responsible for lateness of mail, courier service, etc. Any proposal received after the time and date stated above, regardless of delivery, will not be considered.
9. In the case of inclement weather or any other unforeseen event causing the County to close for business or delay opening, proposals will be received and opened the following business day at the designated time and place stated herein. For example, if proposals are due on Wednesday at 2:00 P.M., and the County is closed on Wednesday for bad weather or an unforeseen event, the proposals will be accepted until Thursday, 2:00 P.M.
10. All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of exceptions shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the specifications in this RFP. Coryell County and the Coryell County Employee Benefits Trust reserve the right to accept any, all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the Coryell County Employee Benefits Trust.
11. Any questions or requests for clarification must be submitted to the Coryell County Treasurer's Office, in writing, to:

county_treasurer@coryellcountytexas.gov and brandon.belt@coryellcountytexas.gov,

prior to **2:00 P.M. on June 23, 2025**. Please indicate **"RFP 25-03 questions"** in the subject line of your email. Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Coryell County Treasurer's Office. All potential Respondents will be responsible for checking with the Coryell County Treasurer's Office to see if any addenda's have been issued prior to submission of your proposal. There will be no exceptions. Unauthorized contact regarding this RFP with any Coryell County employees or other Respondents may result in disqualification. Any oral communications will be considered unofficial and non-binding for this proposal. All Respondents should rely only on written statements issued through the Coryell County Treasurer's Office.

12. The Respondent **should not** assume that any other insurance product or service will be placed through the carrier when submitting medical plan proposed rates in response to this request for proposals.
13. The Trust reserves the right to conduct discussions with Respondents who submit proposals and who are reasonably qualified for the award of the contract. Respondents shall be treated fairly and equally with respect to any opportunity for discussion. The Trust reserves the right to request post-proposal modifications, including, but not necessarily limited to, the best and final offers. In order to obtain the best and final offers, revisions may be permitted after submission of the proposal and before the award of the contract.
14. The Trust reserves the right to negotiate a contract with the selected Respondent. The Trust reserves the right to negotiate with Respondents prior to final offer selection. However, Coryell County and the Trust reserve the right to award a contract based on the best and

final offer with no negotiations, interviews, and/or presentations should they so choose. **Therefore, each proposal must contain the Respondent's best terms from a financial and technical standpoint at the time of the original submittal. All rates submitted must be firm.**

15. It is expected that the Respondent will be able to affirmatively demonstrate the Respondent's responsibility. A prospective Respondent should be able to meet the following requirements:
 - a. has adequate financial resources, or the ability to obtain such resources as required.
 - b. be able to comply with the required or proposed delivery schedule.
 - c. has a satisfactory record of performance.
 - d. has a satisfactory record of integrity and ethics; and
 - e. be otherwise qualified and eligible to receive an award.

Coryell County and the Trust may request representation by way of interviews or request other information sufficient to determine Respondent's ability to meet these minimum standards.

16. All companies submitting proposals must be licensed by the State of Texas and be permitted to contract with the State or any of its subdivisions. Further, it is required that companies be recommended in the ratings from A.M. Best with a general policyholder's rating of at least A or better. If Respondents A.M. Best rating is less than A, please explain why.
17. Companies who fall under the guidelines of the Texas Political Subdivision Uniform Group Benefits Act (Chapter 172 Local Government Code) and the Interlocal Cooperation Act (Article 4413 (32e)) Vernon's Texas Civil Statutes will be acceptable.
18. Disqualification may occur for any of the following reasons:
 - a. The Respondent is involved in any litigation against Coryell County.
 - b. The Respondent is in arrears on any existing contract or has defaulted on a previous contract with the County; or
 - c. The Respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.
19. Coryell County and the Trust reserve the right to reject any or all proposals in total or in part as it shall be deemed to be in the best interests of Coryell County and the Trust in its sole discretion. Receipt of any proposal shall under no circumstances obligate the County or the Trust to accept the lowest dollar proposal. The award of this contract shall be made to the Responsible Respondent whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and the other evaluation factors set forth within the RFP.
20. The County and the Trust are requesting proposals be submitted net of commissions directly to the County. The County does not work with an Agent and does not anticipate doing so going forward.
21. Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the County upon which the proposal will rely. If the Respondent receives an offer because of its proposal,

failure to have made such an investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

22. Respondents need to adhere to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, disability or political affiliation or belief. Also, no insurance policy should be offered that would discriminate against any employee of the County.
23. The contract award is anticipated to be made within sixty (60) days after the RFP closing date. Pricing must be held firmly for 60 days. Results may be obtained by contacting the Treasurer's Office at (254) 865-5911, ext. 321, following the award of a contract.
24. Coryell County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Coryell County adopted a Declaration of Trust, the Coryell County Employee Benefits Trust, for providing employee benefits. This Trust exempts the carrier from state premium tax under Chapter 222(c)(5)(A) of the Texas Insurance Code. A copy of the trust document is available upon request.

TERMS AND CONDITIONS

CONTRACT: The Proposal, when properly accepted by Coryell County Employee Benefits Trust, shall constitute a contract equally binding between the successful Respondent and the Trust. The successful Respondent may be required to sign an additional contract containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: After the award of the contract, Randi McFarlin, Coryell County Treasurer, (phone 254-865-5911, ext. 321) shall be the contract administrator and the Owner's Designated Representative (ODR) with designated responsibility to ensure compliance with contract requirements, including but not limited to acceptance, inspection, and delivery. The contract administrator/ODR will serve as liaison between the Trust, Coryell County Commissioners' Court, and the successful Respondent.

CONTRACT PERIOD: To align the medical benefits with the County's fiscal year budget, a 12-month term becoming effective on October 1, 2025, is requested. The Trust shall have the option of renewing the contract, subject to approval of funding and review of the service provided by the Contractor, and if mutually agreed to by the County and the contracted provider. The County and the Trust are requesting that the successful provider guarantee the pricing for the initial term of the contract proposed. Consideration of contract renewals shall be contingent upon the following year's renewal pricing received by the Trust at least six (6) months prior to the expiration of the current contract. If six (6) months cannot be guaranteed the County will need to know prior to the issuance of contract how many months prior to the expiration of the contract when the next year's contract pricing can be released.

FUNDING: Funds for payment have been provided through the Coryell County Employee Benefits Trust, that is budgeted and approved by the Commissioners' Court for the current fiscal year.

NON-APPROPRIATION OF FUNDS: In the event funds are not appropriated by the County's governing body in any fiscal period for payments due under this contract, then the County Treasurer, or designee, will notify the successful Respondent(s), of such occurrence, and the contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

STATEMENTS: No oral statement of any person shall modify or otherwise change or affect the terms and conditions, plans and/or specifications stated in this RFP packet and/or RFP instructions/requirements.

PAYMENT: Payment shall be made within 30 days of receipt of an accurate invoice. All invoices shall be submitted to Accounts Payable.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior consent of the Coryell County Commissioners.

CONFIDENTIALITY: All information disclosed by Coryell County to successful Respondent for the purpose of the work to be done or information that come to the attention of the successful vendor during the course of performing work is to be kept strictly confidential.

ETHICS: The Respondent shall not accept or offer gifts or anything of value nor enter into any

business arrangement with any employee, official or agent of Coryell County prior to an award of contract or during the contract performance dates.

DOCUMENTATION: Respondent shall provide, with this RFP response, all documentation required by this proposal. Failure to provide this information may cause the County to deem the RFP non-responsive, and as a result, the RFP may be rejected by the Commissioners' Court.

TERMINATION FOR CAUSE OR DEFAULT: Coryell County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this agreement. Non-Performance of the Respondent in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Awarded Respondent may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Coryell County may terminate this contract and/or any additional contract containing terms necessary to ensure compliance with the awarded proposal, for convenience and without cause or further liability, upon ninety (90) days' written notice to awarded Respondent. In the event Coryell County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the awarded Respondent for goods, commodities and/or services provided, and expenses incurred, up to and including the date of termination, will be due and payable. No penalty will be assessed for Coryell County's termination for convenience.

DISPUTES: The parties agree that, in the event of a dispute or alleged breach subject to termination for cause or convenience above, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management, prior to resorting to litigation, other than disputes involving confidentiality or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in any forum). Any disputes arising under this agreement that cannot be successfully resolved by the parties within seven (7) business days may be settled by appropriate legal proceedings. The rights and obligations described herein shall survive completion of and final payment under this agreement. This agreement shall be governed and construed according to the laws of the State of Texas. The venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Coryell County, Texas.

APPLICABLE LAW: This Agreement is to be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Coryell County, Texas.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RESPONDENT AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CORYELL COUNTY, AND HOLD HARMLESS, CORYELL COUNTY, REPRESENTATIVES OF THE CORYELL COUNTY, THE COMMISSIONERS' COURT OF CORYELL COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN CORYELL COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED

BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE RESPONDENT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH CORYELL COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.

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

COMPLIANCE WITH APPLICABLE LAWS: Proposals must comply with all applicable federal, state, county and local laws concerning these types of services.

CHANGE CONTROL PROCESS: The mechanism used to make changes to this agreement shall be finalized by Coryell County and the Respondent during final agreement negotiations. The established change control process shall, at a minimum, include the provisions outlined below.

- Either party may identify a requirement for, or propose a change to, the services described in this agreement, to include all attachments hereto.
- Proposed changes submitted by the Respondent must include the identification of any required changes to the schedule, scope, budget/prices, and personnel.
- Proposed changes submitted by Coryell County shall be evaluated by the Respondent for the purpose of identifying the impact of such changes in terms of schedule, scope, budget/prices, and personnel.
- This information shall be provided to Coryell County within five (5) business days of receipt of the proposed change. In any event, both parties shall be allotted no more than five (5) business days for the review of a proposed change request submitted by either party and shall indicate in writing the party's approval/disapproval, or deferment of the proposed change.

INDEPENDENT RESPONDENT: The contract does not create an employee/employer relationship between the award Respondent and Coryell County. It is Coryell County's intention that the awarded Respondent will be an independent Respondent and not an employee of Coryell County for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, and all State of Texas revenue, workers compensation, and unemployment insurance laws. The Respondent will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The Respondent agrees that it is a separate and independent enterprise from Coryell County and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be

construed as creating any joint employment relationship between the Respondent and Coryell County, and Coryell County will not be liable for any obligation incurred by the Respondent, including but not limited to unpaid minimum wages and/or overtime premiums.

SPECIFICATIONS

The specifications cover the **minimum** requirements for the County's need for **Fully Insured, Level Funded Medical Benefits**. The specifications are not intended to eliminate any potential Respondent from proposing; however, they are intended to outline the quality and service desired. If "exception" is the response, an explanation of the exception must be noted. Failure to complete any sections may be considered as non-responsive. At least one option should be closely similar to the County's existing plan for comparison.

CURRENT INSURANCE CARRIERS: The County is currently contracted with the Baylor Scott & White Health Plan for Medical insurance. Current plan summaries can be found in the files labeled **Exhibit 1 & Exhibit 2**. Baylor Scott & White Premier network is BSW locations only. Our current medical plans do not require a referral for a specialist.

OBJECTIVES: Proposals should include at least one option(s) that matches as closely to current benefits as possible. PLEASE NOTE: The County's deductible/out-of-pocket maximum are based on Calendar Year, not Plan Year. The County requests proposals to transition to Plan Year (Fiscal Year) deductible/out of pocket maximum.

Alternate plan designs are also requested. In addition to the plan designs requested, other alternatives will also be considered and are encouraged by the County and the Trust. The County is not interested in increasing its insurance costs. One of the options submitted shall be at or below the current program cost. One of the options submitted shall include access to Coryell Health as an in-network provider. If the benefits and costs do not meet the needs of the County, alternate plan designs may be requested. The County will entertain all options, including a 2- or 3-year rate guarantee with rate caps for subsequent renewals.

REQUIRED ATTACHMENTS: All Respondents must complete the appropriate items outlined in the RFP. Respondents may include additional information, flyers, brochures, etc. in each tab of their hard copy responses in addition to the completed required attachments. Respondents **must** provide proposed rates in the requested format in order for your proposal to be considered.

- Provider disruption analysis will be required.
- Prescription disruption will be required.
- Please include information and/or fliers for Telehealth provider (if available).
- Plans should clearly identify any limitations or exclusion from the plan.
- Plan offers should include the average rate increase for plans offered over the last 5 years at renewal.
- Plans should include any subsequent year's renewal rate caps as well as the frequency of using that rate cap. Meaning if you offer a 5% rate cap, what is the frequency that the 5% is met.
- Also include your standard market trend used for rating plans of our size.
- All pages should be numbered to ensure that we are evaluating documents accurately.

ELIGIBILITY: All full-time, active employees, working at least 30 hours per week, are eligible to participate in the County's benefits plan. All eligible dependents of active employees are allowed to elect medical benefit coverage provided the employee has also elected the same coverage. Dependent children who are under 26 years old are eligible for coverage regardless of student status. Medical benefits are also available for COBRA continuation. The new hire waiting period is effective the 60th day from the date of hire. Census includes employees covered as of April 30, 2025.

Active employees can rollover to retiree medical insurance up until age 65 keeping the same plan as currently enrolled. The only changes that can be made after retirement are to drop coverage or dependents. Retiree's must have at least fifteen years of continuous service to Coryell County at the time they retire to receive the County contribution toward their premium cost. Dependents of retirees cannot stay on medical insurance once Employee retires.

PLAN EFFECTIVE DATES: October 1, 2025 through September 30, 2026.

SCOPE OF WORK: The County shall require that the Respondent provide all necessary services including, but not limited to, the following:

- Maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA, provide WEB access to plan participants that allows for claim status and offers various customer service functions.
- Maintain records and management reports, including claims and accounting information, as required by the contract. Provide a timely response to inquiries from plan participants and providers regarding eligibility and status of claims, correspondence, payment, and any other information requested by such parties in a manner that will limit the County's involvement in day-to-day inquiries.
- In consultation with County Staff, prepare and print summary plan documents, claim forms, and any other communication material as required by the contract. Confirmation of additional fees must be noted, if applicable.
- Employee insurance ID cards shall be provided by Respondent and shall be mailed by Respondent to the employees' home addresses.
- Deliver utilization reports. The County needs to access standard reports online, preferably in excel format.
- Provide online access to additional standard or ad hoc reports as needed by the County. If a specific report cannot be generated online, prepare, and provide such to the County electronically.
- Meet with representatives of the County as often as deemed necessary by the County.
- Attend annual Open Enrollment each year as requested. Open enrollment lasts for approximately one week, with dates announced as far in advance as practical. The Respondent may be required to give oral presentations regarding the plans offered to County employees. Respondent should also be prepared to furnish all necessary documents, flyers, and communication to educate all county employees about your products.

FORM W-9: Please fill out a current IRS Form W-9 (**Attachment D**). Fillable W-9 forms are also available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

COPYRIGHT MATERIALS: Materials listed in your RFP submission that are copyrighted shall be listed clearly under a copyrighted materials section within your RFP submission (**Attachment E**). Coryell County is subject to the Texas Public Information Act. Any information submitted to Coryell County is presumed to be public information and available to the public, unless noted in Attachment E. If an outside individual or entity requests to review copies of the information marked in Attachment C as confidential, Coryell County will request an open records decision from the State of Texas Attorney General's Office asserting appropriate exceptions to disclosure. The Respondent shall be responsible for substantiating the confidentiality of the information or materials requested at its own expense.

CONFLICT OF INTEREST: No public official shall have interest in an agreement, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. The Conflict-of-Interest Statement is included as **(Attachment F)** in this RFP. This form should be completed, signed, and submitted with your Proposal.

DEBARMENT CERTIFICATION: All Respondents are required to sign a certification or acknowledgment stating that the Respondent is free from suspension or debarment pursuant to Federal Regulation 45CFR76 **(Attachment G)**.

HOUSE BILL 89 VERIFICATION: House Bill 89 prohibits governmental entities from contracting with companies who boycott Israel and from investing in companies that boycott Israel. Participants are required to sign the HB 89 Verification Form **(See Attachment H)** verifying that they do not boycott Israel, nor do they invest in companies that boycott Israel and will not boycott Israel or invest in companies that boycott Israel during the term of the contract.

SENATE BILL 252: Governmental agencies may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The State Comptroller's Office will publish/maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. The County is required to verify prior to entering into a contract.

REFERENCES: Coryell County requires the Respondent to supply a list of at least (4) four references where like services have been supplied by their company. Please include clients that closely mirror the size, geographic diversification, and plan complexity of Coryell County. For each reference, please include the following information: company name, appropriate contact person, address, telephone number, email address, group size and number of years under contract **(Attachment I)**.

CERTIFICATE OF INTERESTED PARTIES: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252-908 of the Government Code. The law states that governmental entities or state agencies may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to any contract entered into on or after January 1, 2016. ***Information regarding the 1295 Form is attached (Attachment J) to this packet.*** The successful bidder will be required to submit a signed form to the County prior to the award and/or signing a contract with the County.

QUESTIONNAIRE: The Medical Questionnaire **(Attachment A)** contains specific questions for your company to answer. Please do not refer to sections of your proposal as this may disqualify your company. **Responses should be reflective of current capabilities unless clearly stated otherwise.** Your answers should be straightforward and responsive. Please avoid long responses. The answer to each question should be limited to less than 250 words, if possible. In italics, please type your answer directly after each question, in the order they are asked within this Microsoft Word document.

PROPOSAL PLAN FORMS: Please only use the attached forms within this RFP for submitting

your plan proposals. The County has established templates for you to use as listed below. Please use multiple copies of the forms if you are submitting more than one plan type. Please remember to print a copy of your plan proposal(s) and insert it within your physical copy submission. The carrier summary of benefits and/or Summary of Benefits and Coverage must be included in addition to the prepared form. **In preparing your premium quotations, include the signature of your authorized representative.**

- Medical Proposal Form (**Attachment B**) – must use Microsoft Excel file format.

If your proposal varies greatly from the template above, please use your own form clearly explaining all variances and why the form could not be used.

All who submit proposals, including the current carrier or administrator, shall complete the proposal forms provided. An authorized official of the carrier must sign all proposal forms submitted. **Please remember to include a declaration of compliance for HIPPA within your proposal.**

CONTRACT AWARD/EVALUATION CRITERIA: The Coryell County Commissioners' Court will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Coryell County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Coryell County may initiate discussions and negotiations with Respondents. Additional information will be accepted during this period from Respondents who responded to the original request. **Respondent may NOT initiate discussions with the County.** Coryell County expects to conduct discussions with personnel authorized to enter into contractual obligations.

Proposals will be evaluated based on the following point schedule:

CRITERIA	POINTS
Respondent's Gross Premium	40
Respondent's Availability of Local Physicians and Healthcare Facilities	20
Respondent's Support/Services Provided Including: <ul style="list-style-type: none"> • Employer Access to Real-Time Online Billing, • Online Enrollment • Online Eligibility Capabilities • File feed capabilities 	20
Respondent's Qualifications/Experience	20
TOTAL POSSIBLE POINTS	100

The County on behalf of the Trust will evaluate all submittals. Respondents may be invited to attend an interview at the Respondent's own expense. If you are selected for an interview, you will be expected to present not only your proposal and rate plans, but also your approach to conversion.

Coryell County will select the most qualified Respondent to enter into contract negotiations with. The selected Respondent shall enter into negotiations with the County for the services to be performed.

When services and fees are agreed upon, the selected Respondent shall offer a contract subject to the Coryell County Employee Benefits Trust and the Coryell County Commissioners' Court for approval.

Should negotiations be unsuccessful, the County shall enter into negotiations with the next, highest ranked Respondent until an agreement for services and fees are reached. This process shall continue until an agreement is reached.

This RFP does not commit the County nor the Trust to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

ATTACHMENT A
MEDICAL QUESTIONNAIRE

General Information

All vendors and carriers proposing benefit services to Coryell County should complete this section.

Corporate Overview

1. Please provide the full name of your company, address, telephone, and fax numbers. (Provide the name of a parent company, if any).
2. Describe any organizational structure/operational changes which have occurred within the past 12 months, or which may occur within the next 12 months.
3. Provide a copy of your most recent audited financial statements.
4. If applicable, provide the current A.M. Best, Duff & Phelps, or Moody's rating for your company.
5. Provide an organization chart of the specific office that will service this account. Ensure that the organizational charts clearly define reporting structures.
6. Identify the key executives, management personnel and individuals with day-to-day responsibility for the implementation and management of this account. Provide name, title and a brief biographical sketch of each individual. Specify the ongoing continuity between the implementation team and the account management team.

Implementation

1. Please provide a work-plan for the implementation of this account which specifies the key activities, specifies the key information required from the current carrier and/or client to complete the conversion, assigns accountability, indicates the anticipated time frame for completion and outlines the success factors necessary for an effective, timely implementation.
2. If applicable, describe your initial enrollment procedures. Provide a sample of the enrollment packet that will go to the employee.
3. Can your company accept electronic reporting of enrollment?
4. How long would it take for a secure data transfer to be set-up between you and Coryell County (for example, an FTP or secure website)?
5. What kind of testing is involved in setting up a secure data transfer? (This would mainly be around creating an FTP set-up)
6. If applicable, describe how your system will accommodate partially or totally fulfilled deductible, coinsurance, and benefit maximums from the current carrier?
 - a. If carrier is unable to accommodate Plan Year deductible / out-of-pocket maximums,

please describe how carrier is able to assist employees with having this data transferred if it cannot or does not come on a file from current carrier.

7. Please include a copy of all standard communication materials, which are included in your quoted rates and fees. Specifically address any communications which are provided to assist with employee education for new clients.
8. What flexibility will Coryell County have in customizing and/or modifying these materials?
9. Detail your capabilities for the preparation of Summary Plan Description (SPD) and Summary Benefit Coverage (SBC) Plan Documents. Please specify what costs, if any, each party is responsible for.
10. Describe enrollment team/availability at meetings.

Financial and Contractual

All vendors and carriers proposing benefit services to Coryell County should complete this section.

General Issues

1. Provide a sample of your contract and any required financial agreements.
2. PPACA contains a vast number of taxes and fees. Provide a list of all taxes and fees and financial obligations of each included in your proposal. If your proposal contains a multi-year contract, please provide for all years.
3. Is your organization involved in any pending legal action related to the delivery of proposed services to your clients?
4. Will your organization offer any performance guarantees for the services to be provided under this contract? If so, please describe.
5. Describe your underwriting guidelines for applicants subject to medical review.
6. State any minimum participation requirement and/or guidelines associated with participation levels.
7. How are providers and members of the network identified? Can the plan sponsor or plan participants nominate providers to be considered for inclusion in the network panel? If so, what steps would be required to be made by the plan sponsor or participant?
8. How long has the network been operating in Coryell County?
9. What geographic areas constitute the service areas of the network? Please identify by detailed map.
10. How do you define whether an employee is within a service area (zip code, county)?
11. Describe how participants select network providers. Do you provide member support

services for selecting and/or locating network physicians and for answering provider credential questions that members may have? Do you have on-line access to network provider listings and locations to assist members with provider selection? What other member services are provided with regard to provider selection assistance.

12. What is the frequency your on-line network is updated?
13. What provisions are made for emergency care when the employee is away from the service area?
14. Does the plan pay for only the least expensive alternate treatment?
15. Will you agree to notify the contract holder immediately if the network loses any accreditation, licenses or liability insurance coverage, security, or bonding?
16. Describe how your network handles dependent coverage in other service areas. i.e. dependents attending school, other parent lives outside of service area, etc.

Claims Administration

(The medical carrier proposing an HMO, PPO or POS medical benefit plan should complete this section.)

General Issues

1. Please provide the following information about the specific location from which claims administration services will be provided: address, telephone numbers, name, and title of the individual responsible for the daily operations of this location.
2. How do you establish "usual and customary" or "reasonable and customary charges"?
3. Indicate the hours of operation (please be time zone specific) for the office that will service this account.
4. Indicate the hours of operation (please be time zone specific) for the member customer service line.
5. Describe your claims processing workflow from the time a claim is received in your claim office until the claim is resolved and/or payment is made.
6. Will employees retain freedom to choose their own physician? If no, how are physicians selected?
7. Regarding the pharmacy benefit, what is the percentage of fill that needs to be used prior to the next fill?
8. Do you allow a 90-day prescription to be filled at a retail pharmacy? If yes, please provide guidelines.
9. Provide a copy of your Formulary List including specialty medications and how they are covered.

10. Coryell County seeks a vendor that will be proactively involved with Coryell County as a "source of information" on legislative, market, industry, etc. issues. Describe how your firm will offer this required partnership.
11. Identify any discounts or price reductions for mail order services as it relates to prescriptions.
12. What telemedicine or alternative treatment options does your plan offer?

Claims Office Performance – Quality and Accuracy

1. What are your standards for claims processing accuracy? (Provide formula used for determining response).
 - a. Payment accuracy (%)
 - b. Procedural accuracy (%)
 - c. Financial accuracy (%)
 - d. Volume per day
2. What is your actual claims turnaround time for the office that will process claims for this account? Are you willing to guarantee turnaround time via a specific performance standard? If yes, specify that risk amount.
3. Describe the procedures employed by the claims processors to review medical claims for compliance with benefits, to measure reasonableness of charges and to determine the appropriateness of services. Are there separate groups of reviewers for network claims, appeals, etc.?
4. Describe your procedures for the handling of claim disputes and/or appeals.
5. Provide the customer service/account management team assigned to Coryell County including name, job title, and job description.
6. What has your plan implemented or working to implement, to improve or ensure transparency in costs for members?

Reporting

1. Describe your standard offering of management reports by providing a brief description of each available report, including the frequency and available sorting options (i.e., sorted by branch, age, gender, etc.).
2. Indicate which reports are included in your quoted rates and fees.
3. Describe the options available from your organization for reporting capabilities beyond the standard package.
4. Does Plan holder have real-time access to on-line information for billing, eligibility, and enrollment and/or to make changes to benefits? If yes, please describe. If no, what on-line services are available to the Plan holder?

5. Will the Offeror provide the Coryell County Employee Benefits Trust with reports including PHI for the purpose of underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits?
- a. If yes, include with your proposal a letter on your company's letterhead signed by an individual authorized to bind the Offeror that certifies that the Offeror will comply with Chapter 1215, Sections 1215.002, 1215.003(b) and 1215(c)(1), (2), (3), (4), (5) and (6) of the Texas Insurance Code provided Coryell County provides the certification required in Section 1215(e) of the Texas Insurance Code.
 - b. Will the Offeror provide the Coryell County Employee Benefits Trust with a monthly report for each plan that shows:
 - i. EE Only, EE+Spouse, EE+Child(ren) and EE+Family enrollment? ☐ Yes ☐ No
 - ii. EE, Spouse and Child(ren) paid medical claims? ☐ Yes ☐ No
 - iii. EE, Spouse and Child(ren) paid prescription claims? ☐ Yes ☐ No
 - c. Will the Offeror provide the Coryell County Employee Benefits Trust with a quarterly report for each plan that shows diagnosis and paid amount during the Plan Year for each individual with claims over \$25,000?
☐ Yes ☐ No
 - d. Will the Offeror provide the Coryell County Employee Benefits Trust with a semiannual report for each Plan that breaks out paid claims by category (i.e. Hospital, Physician, Lab and X-Ray, Major Medical and Prescription)?
☐ Yes ☐ No
 - e. Attach as an Exhibit a sample copy of the reports that will be provided to the Coryell County Employee Benefits Trust. For each report indicate frequency and delivery format (i.e. disk, internet, or paper).
 - f. Will you provide, at contract termination, a machine-readable report that shows, for each covered individual, the amount applied towards the plan year deductible and the amount of coinsurance paid? ☐ Yes ☐ No

Coordination of Benefits

1. Describe your COB administration procedures.
2. Describe your procedure for verifying that a claimant has no other coverage.
3. Are benefits coordinated on all claims, or only those above a certain dollar threshold? If there is a specific threshold, what is the amount?
4. If there is an indication of other coverage, describe your process for claim payment.
5. Describe, for a newborn dependent, the initial coverage period, enrollment period, premium or initial coverage period, COB with spouse coverage (not Coryell County) if primary for newborn, and any notifications and/or communication to the member.
6. Describe your procedure for dependent verification.

7. Identify what, if any, role that Coryell County will play in this process.

Subrogation

1. Describe your procedures for identifying and investigating potential subrogation claims.
2. Is subrogation performed in-house or outsourced to another vendor? If outsourced, please provide the name of the firm utilized.
3. What are your average subrogation savings?
4. Identify what, if any, role that Coryell County will play in this process.

Cost Containment Programs

1. Describe any features of your system and/or firm that have been developed to reduce medical benefit costs.
2. Is a hospital bill audit program offered? If so, describe your audit procedures for hospital including: Who conducts the audits? What thresholds are used to determine which claims are audited? Is it included in your quoted rates and fees?
3. Does your company perform fee negotiation services in conjunction with claims payment? If so, please describe. If not, please describe your requirements for interface with a firm specializing in fee negotiations on behalf of Coryell County.

Utilization Review

1. Provide a detailed description of your core capabilities and procedures for the following services:
 - a. Preadmission certification
 - b. Continued stay review
 - c. Discharge planning
 - d. Outpatient management
2. Are all hospitalizations, regardless of diagnosis included in pre-admission certification?

Appeals

1. What are the procedures for appealing a utilization review decision, including how many levels of appeal you use, who participates on the appeal panel(s) and who the final decision-makers are at each level?
2. What is the turnaround time standard for responding to appeals?
3. What are the time frames for filing an appeal and for receiving a response to an appeal question at each appeal level?

Wellness

1. What health education and/or wellness programs are available through your organization? Please describe in detail. Is there an additional cost for any of these services?
2. Describe your firm's ability to assist Coryell County initiate a wellness program.
3. What disease management programs do you offer? Is there a cost?
4. Do you have the capability to sponsor a health wellness fair? Provide details.
5. Does your plan offer any premium credits for participation?

Term

1. What is the duration of the contract of insurance the Offeror is offering (check the one that applies to your proposal):
 - a. Initial term? ☐ Yes ☐ No
 - b. First renewal with maximum increase? ☐ Yes ☐ No What is the first renewal maximum increase?
 - c. First renewal tied to the loss ratio? ☐ Yes ☐ No What is the formula?

Other Services

Provide any information on additional utilization management services not specifically referenced above. Include brief program descriptions as well as the related fee (if any).

ATTACHMENT B
Medical Proposal Form

Carrier: Plan #: _____

Complete for each Plan being submitted	Medical Proposed Plan Design	
	In-Network Benefits	Out of Network Benefits
Individual Deductible		
Family Deductible		
Aggregate/Embedded		
Co-insurance		
Hospital		
Additional Hospital Co-pay		
Outpatient Surgery		
Diagnostic test (Lab/X-Ray)		
Imaging test (MRI, CT, PET scans)		
Office Visit Co-pay (Primary Care)		
Specialist Visit Co-pay		
Virtual Visit Co-pay		
OOP Max Individual		
OOP Max Family		
Deductible, Office Visit Co-pays and Rx Co-pays Apply to OOP Max		
Emergency room		
Additional ER Co-pay		
Urgent Care Co-pay		
Prescription Drug Card		
Prescription Mail Order		

Current Coverage Includes: Preventive Care (Annual physical exam, immunizations, etc.), Allergy Testing, Cardiovascular Disease Screening, Hospice Care, Durable Medical Equipment (DME), Mental Health Care, Diabetes Management, Hearing Aids, Chiropractic Care, Home Health Care, and Nutritional Counseling. Please note whether these items are covered or not in any proposal.

Complete for each Plan being submitted	Medical Proposed Plan Design	
	In-Network Benefits	Out of Network Benefits
Prescription Deductible		
Prescription OOP Max		
Medical Rates	Monthly Fee - Net of Commission	
Employee Only		
Employee & Spouse		
Employee & Child/ren		
Employee & Family		
<i>If your rates include an Agent Servicing Fee (or other similar fee), please provide the dollar amount and to whom this would be payable</i>		
\$ _____	Payable to:	_____

NOTE: If there is any other information that you would like Coryell County to know, please provide it on a separate sheet of paper and attach it to this form.

Carrier Authorized Signature

Date

ATTACHMENT C

ACKNOWLEDGMENT AND SIGNATURE

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the anti-trust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly, prior to the RFP closing with any competitor or any other person engaged in such line of business.

The undersigned also does hereby declare that they have read the specifications for Fully Insured Medical Benefits for the plan holder, and with full knowledge of the requirements, does hereby agree to furnish the services in full accordance with the specifications and requirements.

The signature on this attachment also indicates the following:

- Person or persons interested in this RFP as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the proposal.
- I (we) acknowledge the Conflict-of-Interest clause and agree to follow necessary requirements.
- I (we) confirm that I (we) have read this entire RFP document and agree to the terms stated herein.
- In the event that the RFP is awarded to more than one vendor, I (we) by signing this RFP agree that the prices submitted within this RFP will not be changed.

Acknowledgment of addenda_____through_____which have been taken into account as part of this proposal.

ATTACHMENT D

W-9 REQUIREMENT

***PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT (Form is also included, as appendix A)**

Fillable W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Remit to address (if different from above):

PAYMENT TERMS: Specify other payment options:

☐ Check box if you offer a prompt payment discount: % _____. Specify terms: _____

Address #1: _____

Address #2: _____

City/State/Zip: _____

Phone#: _____

Fax Number: _____

Contact Person: _____

ATTACHMENT D
(continued)

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																				
Name (as shown on your income tax return) _____																																						
Business name/disregarded entity name, if different from above _____																																						
Print or type See Specific Instructions on page 2.	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____																																					
	<input type="checkbox"/> Exempt payee																																					
	Address (number, street, and apt. or suite no.) _____	Requester's name and address (optional) _____																																				
	City, state, and ZIP code _____																																					
	List account number(s) here (optional) _____																																					
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9">Social security number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9">Employer identification number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>			Social security number																		Employer identification number																	
Social security number																																						
Employer identification number																																						
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.																																						
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____																																					
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.																																						
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.																																						

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)

ATTACHMENT E



**Texas Public Information Act
Steps To Assert Information Confidential or Proprietary**

All Proposals or proposals, data, and information submitted to the Coryell County are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and **Proposal sheet with pricing**) that are **not confidential**. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears shall be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the County which involves your submission, you shall be notified by the County of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

- ☐ The proposal/Proposal submitted to the County **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/Proposal submitted **contains confidential information** which is labeled and which may be found on the following pages:

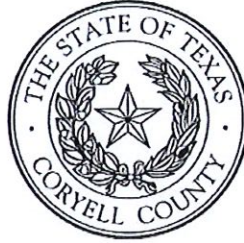
and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Respondent Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

ATTACHMENT F



CONFLICT OF INTEREST STATEMENT INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or

(2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or Proposals, correspondence, or writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or Proposals, correspondence, or another writing related to a potential agreement with a County, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.

2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, Proposal or response to the County of Coryell or begins contract discussions or negotiations with the County.

3. Complete this Section by listing the name of the local government officer (member of County Council or County Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (County Council or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.

6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.

7. Describe each employment or business relationship with the local government officer named on the form.

8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at:
<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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).

By law this questionnaire must 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. See Section 176.006, Local Government Code.

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must 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.

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?

☐ Yes☐ No

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?

☐ Yes☐ No

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?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

ATTACHMENT G



Certification Regarding Debarment, Suspension, and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this Proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;
- d. Have not within a three-year period preceding this Proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the Respondent is unable to certify to all of the statements in this Certification, such Respondent should attach an explanation to this proposal.

ATTACHMENT H



House Bill 89 Verification Form

I, (Person name), the undersigned representative of (Company or Business name)
(hereafter referred to as company) being an
adult over the age of eighteen (18) years of age, do hereby depose and verify under oath

that the company named-above, under the provisions of Subtitle F, Title 10, Government
Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named
Company, business or individual with Coryell County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ATTACHMENT I

REFERENCES

Include below four references:

Reference #1

Company Name: _____
Address: _____

Contact Person: _____
Telephone: _____
Email Address: _____
Group Size: _____
Number of Years Under Contract: _____

Reference #2

Company Name: _____
Address: _____

Contact Person: _____
Telephone: _____
Email Address: _____
Group Size: _____
Number of Years Under Contract : _____

Reference #3

Company Name: _____
Address: _____

Contact Person: _____
Telephone: _____
Email Address: _____
Group Size: _____
Number of Years Under Contract: _____

Reference #4

Company Name: _____
Address: _____

Contact Person: _____
Telephone: _____
Email Address: _____
Group Size: _____
Number of Years Under Contract: _____

ATTACHMENT J



CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The successful bidder shall be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County. The successful bidder shall be required to complete and print the form via the Texas Ethics Commission's website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The "identification number" to be used on the 1295 form for this procurement is:

25-03

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.