

- e. Financial options – HSA’s, HRA’s, etc.
 - f. Ongoing employee involvement and communications; and
- Review and Analysis of the City’s Health Care Data including the following:
 - a. Analyze the City’s claims data and history in order to recommend changes in plan design to achieve the City’s objectives.
 - b. Assist in development of a contribution (employee and employer) structure to more closely align costs and contributions by rate tier.
 - c. Clearly define the impact of recommendations for all stakeholders (active employees, COBRA participants). This should be reflected in implementation strategies which may require multi-year strategies.
- Exploration of Cost Containment Strategies:
 - a. Advise the City on plan design, disease management, communications, decision support tools, health education and wellness strategies; assist in implementing corresponding programs as appropriate.
 - b. Keep the City abreast of developments to manage the cost and efficiency of the City’s Employee Benefit program.
- Development of ongoing employee engagement and education strategies which will:
 - a. Engage employees at the beginning of the process to enable them to help shape the future of the City’s health care plans;
 - b. Educate employees on a monthly basis about the issues surrounding health care and how they can impact their health and the cost of care; and
 - c. Inform employees of any plan changes that result from this review process.
- Feasibility of an employee clinic and enhanced telemedicine
- Advice and guidance in insurance renewals and/or procurement for third party administrative services and reinsurance:
 - a. Monitor ongoing health, vision and dental contracts, including vendor plan administration, vendor compliance with contract, and incurred claims.
- Act as contact between insurance agents and representatives who make inquiries regarding the City’s health and welfare benefits offered through the City;
- Assist in drafting and redrafting the health care plan’s Plan Document, and it’s Summary Plan Description;
- Attend and make presentations at Council meetings regarding employee/retiree benefits;
- Schedule conference calls with Human Resources and the health plan TPA as well as present plan updates at quarterly meetings

- Perform actuarial studies to determine the long-term cost/savings of benefits benefit revisions and proposed benefit enhancements. Present findings;
- Develop effective benefit communication plans and materials for employees;
- Provide general consultation on voluntary benefit products, and health and welfare benefits or wellness program incentives;
- Provide information and advise the City on Federal and State regulations impacting benefit plans.
- Provide representatives to enroll employees in all available insurance.

2. Actuarial Services/Financial Services

- Provide actuarial services to assist the City in evaluating the differences, including the relative value and relative cost between various benefit plan designs;

3. Contracting & Proposals

The consultant shall:

- Support the City with the design, development, preparation and review of contracts and proposals for new and existing benefit programs.
- Develop bid specifications, which shall include but not limited to health plan, administration, Employee Assistance Program, dental, vision, optional and basic life insurance, wellness programs and disease management programs, optional plans such as term life, permanent life, long term disability and other benefits and services the City deems necessary.
- Develop bid specifications for the City's benefit programs.
- Assist with bidders during the proposal process, to answer any questions in order to ensure their complete understanding of the City's intent.
- Assist in the evaluation of bids/proposals received and offer recommendations.
- Assist as needed in the transition between Carriers if the proposal results in change of Carriers.

4. Audits

The Consultant shall:

- Execute confidentiality agreements with the City and its Carriers, when the information to be made available as part of a consulting engagement is considered, or has been identified as, propriety by one of the parties.

Propriety data obtained while performing services for the City, shall be separated from other work not directly related to services performed for the City.

5. Staffing

The Consultant shall:

- Maintain staffing levels to manage and oversee all aspects of the contract.
- Ensure the principal project staffs have the Society of Actuaries, legal, medical and other educational backgrounds and certifications commensurate with the nature and scope of services requested by the City.
- Describe Key personnel that will be handling the City of Gonzales account. Proposers should include resumes for key personnel and identify their roles.

Section 3. Compensation.

(A) The Professional shall be compensated pursuant to any broker agreement and the City shall have no obligation for payment of services or reimbursement of expenses under this Agreement.

Section 4. Time of Completion.

The prompt completion of the services under the Scope of Work relates is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 5. Additional Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City.

(B) *Compliance with Laws.* The Professional shall comply with all federal, state and local

laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(D) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(E) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 6. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(3) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

Section 7. Indemnification. Professional agrees to indemnify and hold the City of Gonzales, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas.

Section 8. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 9. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 10. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to

constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 12. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Gonzales County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Gonzales County, Texas.

Section 13. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 14. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 15. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 17. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

19. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

EXECUTED on this the _____ day of _____, 2019.

CITY:

CONTRACTOR:

By: _____
Name: Tim Patek
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

City of GONZALES
Attn: Tim Patek, City Manager
820 Saint Joseph Street
Gonzales, Texas 78629

CONTRACTOR

with a copy to:

City Attorney
City of Gonzales, Texas
Attn: Dan Santee
2517 N. Main Avenue
San Antonio, Texas 78212