



2025 – 2026 Renewal Notice and Benefit Confirmation

Group: 22946 - Tyler County Anniversary Date: 11/01/2025

Return to TAC by: 08/14/2025

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 512-481-8481 or email to haileyg@county.org.

For any plan or funding changes other than those listed below, please contact Hailey Gajewski at 800-456-5974.

MEDICAL

Medical: Plan 600 \$25 Copay, \$250 Ded, 80%, \$2000 OOP Max

RX Plan: 2A \$5/20/35, \$0 Ded

Your % rate change is: 10.70%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$955.16	\$1,057.36	\$1057.36	\$0	\$1057.36	\$0
Employee & Spouse	\$1,816.78	\$2,011.18	\$1057.36	\$953.82	\$0	\$0
Employee & Child	\$1,258.34	\$1,392.98	\$1057.36	\$335.62	\$0	\$0
Employee & Child(ren)	\$1,479.86	\$1,638.20	\$1057.36	\$580.84	\$0	\$0
Employee & Family	\$2,272.76	\$2,515.94	\$1057.36	\$1458.58	\$0	\$0

Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Bas., 50% Major

Your % rate change is: 4.50%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only		\$24.60	\$ <u>24.60</u>	\$ <u>24.60</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Spouse		\$66.28	\$ <u>24.60</u>	\$ <u>41.68</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Child(ren)		\$62.32	\$ <u>24.60</u>	\$ <u>37.72</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Family		\$90.80	\$ <u>24.60</u>	\$ <u>66.20</u>	\$ <u>0</u>	\$ <u>0</u>

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Initial to accept Dental Plan and New Rates.

VISION

Vision: VALUE-12/12/24, \$10 Exam Copay, \$15 Lenses Copay, \$130 Frame Allowance

Your % rate change is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$4.58	\$4.58	\$ <u>4.58</u>	\$ <u>4.58</u>	\$ <u>0</u>	\$ <u>4.58</u>
Employee & Spouse	\$8.72	\$8.72	\$ <u>4.58</u>	\$ <u>4.14</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Child(ren)	\$9.18	\$9.18	\$ <u>4.58</u>	\$ <u>4.60</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Family	\$13.52	\$13.52	\$ <u>4.58</u>	\$ <u>8.94</u>	\$ <u>0</u>	\$ <u>0</u>

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Initial to accept Vision Plan and New Rates.

LIFE – BASIC (EMPLOYER PAID)

Basic Life Products:

Coverage volume per employee: 2 x Annual Salary
(Rates per thousand)

Basic Life

Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays
\$0.27	\$0.27	\$0.27

Basic AD&D

Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays
\$0.04	\$0.04	\$0.04

Basic Retiree Life

Current Rates	New Rates Effective 11/01/2025	New Amount Employer Pays
\$3.25	\$3.25	\$3.25



Initial to accept New Basic Life Rates.

LIFE – VOLUNTARY (EMPLOYEE PAID)

Voluntary Life Products:
(Rates per thousand)

Voluntary Term Life

Min Age	Max Age	Current Rates	New Rates Effective 11/01/2025
1	24	\$0.12	\$0.12
25	29	\$0.12	\$0.12
30	34	\$0.12	\$0.12
35	39	\$0.14	\$0.14
40	44	\$0.19	\$0.19
45	49	\$0.25	\$0.25
50	54	\$0.41	\$0.41
55	59	\$0.65	\$0.65
60	64	\$0.87	\$0.87
65	69	\$1.51	\$1.51
70	74	\$3.30	\$3.30
75	79	\$3.30	\$3.30
80	99	\$3.30	\$3.30

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Initial to accept New Voluntary Term Life Rates.

Voluntary Spouse Life

Min Age	Max Age	Current Rates	New Rates Effective 11/01/2025
1	24	\$0.12	\$0.12
25	29	\$0.12	\$0.12
30	34	\$0.12	\$0.12
35	39	\$0.13	\$0.13
40	44	\$0.17	\$0.17
45	49	\$0.23	\$0.23
50	54	\$0.38	\$0.38
55	59	\$0.62	\$0.62
60	64	\$0.94	\$0.94
65	69	\$1.65	\$1.65
70	74		
75	79		
80	99		

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Initial to accept New Voluntary Spouse Life Rates.

	Current Rates	New Rates Effective 11/01/2025
Voluntary Child Term Life	\$0.24	\$0.24

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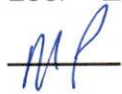
Initial to accept New Voluntary Child Life Rates.

EMPLOYEE SELF-SERVICE (ESS) INFORMATION

The ESS (mybenefits.county.org) allows employees to update employee and dependent demographic data and make election changes. Demographic updates are always enabled on the ESS. However, groups must opt in to allow election changes on the ESS.

Please select one option below to indicate if your group would like to allow employees to make election changes on the ESS. All changes made by employees on the ESS are reflected in real time on OASys and in available reports.

ESS: ☐ Allow election changes on the ESS ☒ Do not allow election changes on the ESS



Initial to confirm ESS Elections.

RETIREE INFORMATION

Please indicate how your group manages retiree coverage.

Your group allows retiree coverage for:

Medical: Pre-65 ☒ Post-65 ☐

Dental: Pre-65 ☐ Post-65 ☐

Vision: Pre-65 ☒ Post-65 ☒

Basic Retiree Life: Pre-65 ☒ Post-65 ☐



Initial to confirm Retiree Eligibility.

WAITING PERIOD

Waiting period applies to all benefits.

Employees

Elected Officials

60 days - Day following waiting period

Date of Hire



Initial to confirm Waiting Period.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☐ Group processes COBRA on OASys

** Group is responsible for fulfilling COBRA notification process and requirements.*

☒ BenefitConnect COBRA Department coordinates COBRA Administration

** WTW BenefitConnect administers COBRA via contract between Group and TAC HEBP.*

☐ Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)

** Group is responsible for fulfilling COBRA notification process and requirements.*



Initial to confirm COBRA Administration.

BROKER OR CONSULTANT INFORMATION

Please confirm your broker or consultant's information, if applicable.

☐ Broker ☐ Consultant

Agency Name N/A
Broker _____
Representative _____
Address _____

Phone _____
Fax _____
Email _____

Agency Name N/A
Consultant _____
Representative _____
Address _____

Phone _____
Fax _____
Email _____

MP

Initial to confirm Broker or Consultant information

GROUP PHYSICAL MAILING ADDRESS

Please add your group's physical mailing address information:

Address 100 W Bluff, Rm 003
WOODVILLE, TX 75719

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Initial to confirm Physical Mailing Address.

TAC HEBP Member Contact Designation

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, the person signing this RNBC represents and acknowledges that they are authorized to sign on the county or district's behalf.

Please list changes and/or corrections below.

Name Milton Powers
Title Judge
Address 100 W Bluff, Room 105
Woodville, TX 75979
Phone 4092838141
Fax
Email judgepowers@co.tyler.tx.us

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name Jackie Skinner
Title County Auditor
Address 100 West Bluff Street, Room 110
Woodville, TX 75979
Phone 4092833652
Fax 4092836305
Email jskinner.aud@co.tyler.tx.us

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name Leann Monk
Title County Treasurer
Address PO Box 2070
Woodville, TX 75979-5245
Phone 4092833054
Fax 4092836305
Email lmonk.cotreas@co.tyler.tx.us

HEALTHY COUNTY WELLNESS COORDINATORS

Primary contact regarding the Healthy County wellness program. Groups can designate up to two Wellness Coordinators.

Please list changes and/or corrections below.

Name Leann Monk
Title Treasurer
Address PO Box 2070
Woodville, TX 75979-2070
Phone 4092833054
Fax
Email lmonk.cotreas@co.tyler.tx.us

Name
Title
Address

Phone
Fax
Email

Courtney McHenry
Asst. Treasurer
PO Box 2070
Woodville TX 75979

HEALTHY COUNTY WELLNESS SPONSORS

An elected or appointed official (preferred) who supports the administration of the Healthy County wellness program. Groups can designate up to two Wellness Sponsors.

Please list changes and/or corrections below.

Name Jackie Skinner
Title Auditor
Address PO Box 2039
Woodville, TX 75979
Phone 4092833652
Fax
Email jskinner.aud@co.tyler.tx.us

Name Shannon Benton
Title Agrilife Agent
Address 201 Veterans Way Ste 102
Woodville, TX 75979-5658
Phone 4092832141
Fax
Email shannon.benton@ag.tamu.edu



Initial to confirm Member Contact Designations.

HIPAA CERTIFICATION

Terms of the HIPAA Certification Agreement Signed by County/District contracting authority in order to receive Protected Health Information (PHI):

Note: In order for TAC HEBP to disclose PHI to a TAC HEBP member entity (such as a County or District that contracted for TAC HEBP benefits), the contracting authority must have signed the Certification, which includes the provisions set out below (unless the individual whose PHI is being disclosed has signed a HIPAA Authorization allowing their PHI to be disclosed for this purpose). The County/District is referred to as an "EMPLOYER" in the Certification. Any County/District employee who receives PHI on the "EMPLOYER'S" behalf must comply with these terms. If you have any questions about whether the information you are receiving is PHI or these Certification provisions, please contact a member of the TAC Health and Benefits Services' team.

As required under the HIPAA Standards for Confidentiality of Individually Identifiable Health Information, 45 CFR Parts 160 & 164 ("HIPAA Privacy Regulations"), the Plan Sponsor (EMPLOYER) certifies to the Texas Association of Counties Health Employees Benefit Pool (the "Plan") that, upon receipt of any Protected Health Information ("PHI"), EMPLOYER will comply with the provisions of the HIPAA Certification. These provisions include:

1. EMPLOYER certifies that it only will use or disclose PHI for plan administration purposes of the Plan, consistent with any Plan documentation and as permitted by law.
2. EMPLOYER will require that any agents or subcontractors to whom it provides PHI received under this Certification to agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such information.
3. EMPLOYER agrees not to use or disclose any information received under this Certification for employment-related actions and decisions, or in connection with any other benefit or employee benefit plan sponsored by EMPLOYER.
4. EMPLOYER will report to the Plan any use or disclosure of information that is inconsistent with the uses or disclosures provided for under this Certification of which it becomes aware.
5. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the access requirements under 45 CFR § 164.524.
6. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the amendment requirements under 45 CFR § 164.526, and will incorporate any amendments to PHI it holds, as required in 45 CFR § 164.526.
7. EMPLOYER agrees to document and provide a description of any disclosures of PHI, and information related to such disclosures, as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. EMPLOYER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, for purposes of the Secretary determining the Plan's compliance with the HIPAA Privacy Regulations.
9. EMPLOYER will return or destroy all PHI received from Plan that EMPLOYER maintains in any form, including by agents or subcontracts, and retain no copies of such information, when it is no longer needed for the purpose for which the disclosure was made, except that, if EMPLOYER and Plan agree that such return or destruction is not feasible, EMPLOYER will limit further uses or disclosures of the information to those purpose that make the return or destruction of the information infeasible.
10. EMPLOYER will resolve issues of noncompliance with the terms of this Certification by persons entitled to use or disclose PHI under this Certification in a timely manner.
11. EMPLOYER will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives from the Plan, in accordance with the HIPAA Security Standards, 45 CFR Parts 160, 162, and 164. EMPLOYER will report to the Plan any security incident under the HIPAA Security Standards of which it becomes aware.
12. EMPLOYER will establish adequate separation between EMPLOYER and Plan, as required under 45 CFR § 164.504(f)(2)(iii) by limiting access to PHI to those employees or classes of employees listed below whom EMPLOYER has determined are entitled to use or disclose such PHI. EMPLOYER will require that these listed employees will receive HIPAA Privacy Training and only may use or disclose such PHI for plan administration functions, as defined in the HIPAA Privacy Regulations. Plan only will disclose PHI to the following employees whom EMPLOYER has determined are entitled to receive PHI.

Milton Powers, County Judge
Printed Name of Contracting Authority

[Signature]
Signature of Contracting Authority

8-11-25
Date

PLAN INFORMATION

- RNBC must be received by 08/14/2025 to avoid additional administrative fees.
- Signature below is required to confirm and accept your group's renewal.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- If applicable, retiree rates are the same for medical, dental, and vision as active employees regardless of age.
- If applicable, broker commissions are included in rates.

MP

Initial to confirm Plan Information.

RENEWAL CONFIRMATION SIGNATURE


Signature of County Judge or Contracting Authority

Date: 8-11-2025

Milton Powers, County Judge
Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



2025 – 2026 Alternate Plan Proposal

Group: 22946 - Tyler County

Effective Date: 11/01/2025

	Current Plan Year	Renewal Rates	Option 1	Option 2	Option 3
Plan:	Plan 600	Plan 600	Plan 600-G	Plan 700-NG	Plan 1100-NG
Option:	RX-2A	RX-2A	RX-2A-G	RX-2A-NG	RX-2A-NG

Rates

Employee Only	\$955.16	\$1,057.36	\$1,031.34	\$1,060.52	\$996.26
Employee & Spouse	\$1,816.78	\$2,011.18	\$1,961.28	\$2,017.24	\$1,894.04
Employee & Child	\$1,258.34	\$1,392.98	\$1,358.56	\$1,397.16	\$1,312.16
Employee & Child(ren)	\$1,479.86	\$1,638.20	\$1,597.64	\$1,643.14	\$1,542.98
Employee & Family	\$2,272.76	\$2,515.94	\$2,453.42	\$2,523.54	\$2,369.14

Medical Plan

Deductible In/Out Network	\$250/500	\$250/500	\$300/600	\$500/750	\$750/1000
Co-Insurance% In/Out	80/60	80/60	80/60	90/70	80/60
Co-Insurance Maximum	\$2000/4000	\$2000/4000	\$2400/4800	\$2000/4000	\$3000/6000
Office Visit	\$25	\$25	\$30	\$25	\$25
Specialist Visit					
Emergency Room Hospital	\$90	\$90	\$90	\$100	\$150

Prescription Plan

Prescription Card Co-Pay	\$5/20/35	\$5/20/35	\$10/25/40	\$5/20/35	\$5/20/35
Deductible	\$0	\$0	\$0	\$0	\$0

Proposal rates are based on the following information:

- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Form must be received by 08/14/2025 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here Plan 1100, RX-2A

Fax the signed document to 512-481-8481 or email to haileyg@county.org.

Signature [Signature] Date 8-11-25



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between Tyler County, a political subdivision of the State of Texas (the "Member"), acting through its [COMMISSIONERS COURT OR OTHER GOVERNING BODY], and the Texas Association of Counties Health and Employee Benefits Pool ("HEBP"), as authorized by the Texas Interlocal Cooperation Act, TEX. GOV'T CODE, Chapter 791 ("Interlocal Cooperation Act"), acting on its own behalf and on behalf of each other political subdivision having membership in the HEBP.

1. RECITALS

- 1.1 The Member is a political subdivision of the State of Texas as defined in the Texas Political Subdivision Employees Uniform Group Benefits Act (TEX. LOC. GOV'T CODE, Chapter 172) ("Group Benefits Act").
- 1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Interlocal Cooperation Act § 791.003.
- 1.3 The Member desires to contract with HEBP to obtain one or more of the following, as indicated by Member on Attachment A to this Agreement, which is incorporated herein: 1) health and employee benefit plans and administrative services relating to health and employee benefit plans for its officials, employees, and retirees, and their eligible dependents, including accident, health, dental, life, disability and other appropriate coverages; 2) administrative services or stop-loss coverage in support of Member's self-funded health and employee benefits plan; 3) the benefits available to retirees of the Member through the County Choice Silver Program or other similar programs; 4) Affordable Care Act Reporting and Tracking Services (ARTS); and 5) such other related programs as HEBP's board of trustees determines to make available to members of HEBP.
- 1.4 The Member acknowledges that this Agreement is a contract with HEBP and each political subdivision that is a member of HEBP and that HEBP

may contract with other political subdivisions wishing to participate, at the discretion of HEBP.

- 1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in HEBP.

2. AGREEMENT

- 2.1 Entry Into HEBP. For and in consideration of the mutual agreements set forth in this Agreement, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining HEBP, to achieve efficiencies and economies of scale in connection with the provision of one or more of the programs or services listed in paragraph 1.3 above.
- 2.2 HEBP Not an Insurer. HEBP is not an insurer. All benefits and related services provided by HEBP are authorized pursuant to the Group Benefits Act, the Interlocal Cooperation Act, and other applicable Texas law.
- 2.3 Administrative Contract with the Texas Association of Counties. HEBP has contracted with the Texas Association of Counties ("TAC") to administer the business and operations of HEBP and supervise the performance of the Agreement.

3. TERMS AND CONDITIONS

- 3.1 Term and Termination. This term of this Agreement shall be for one year, commencing as of the date of execution by the second party to sign the Agreement. This Agreement shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate premium or contribution. Either party may elect not to renew this Agreement by giving written notice not less than 30 days before the end of the original term or any renewal term.
- 3.2 Agreement Binds Members. Each Member agrees to be bound by this Agreement and HEBP's Bylaws, policies and procedures, which collectively establish the conditions for membership in HEBP. HEBP's Bylaws are incorporated by reference and made a part of this Agreement for all purposes as if fully set out, except that Articles III(E), IX(B), and XV(B) shall apply to members that obtain only administrative services, County Choice Silver benefits, or ARTS services from HEBP only to the extent the Member's contributions contribute to any surplus that may be distributed.

Any amendment to the Bylaws becomes binding on the Member immediately upon its adoption.

- 3.3 Benefit Plans. For a Member that participates in the pooled HEBP's health and employee benefits plan, HEBP will make available health and employee benefit plans for the officials, employees, retirees, and eligible dependents of the Member, including accident, health, dental, life, disability and other appropriate coverages ("Benefit Plans"). HEBP will provide all benefits under the authority of the laws of the State of Texas, including the Group Benefits Act and the Interlocal Cooperation Act. Each Member will adopt its own Benefit Plan from those made available by HEBP. The Member's Benefit Plan may combine insured, self-insured, and pooled liabilities.

For a Member that does not participate in HEBP's pooled health and employee benefits plan, HEBP shall make available administrative services, stop-loss coverage, County Choice Silver or other retiree benefits, ARTS services and other benefits and services as the board of trustees determines to make available.

- 3.4 HEBP Procedures and Bylaws. Every Member shall furnish all the information that HEBP deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of the Benefit Plans.
- 3.5 Third-Party Administrator. HEBP may contract with one or more third-party administrators.
- 3.6 Payments and Conditions. Payments and contributions shall be made by the Member to HEBP at Austin, Travis County, Texas on the dates and in such amounts as HEBP requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by HEBP from its Members will be held and managed for the benefit of the Members of the Pool, not the individual officials, employees, retirees of a Member, or the dependents of these officials, employees or retirees.
- 3.7 Insurance and Reinsurance. HEBP may purchase insurance, stop loss or excess loss coverage, and reinsurance as provided by law, and each Member is subject to the terms and conditions of HEBP's insurance, stop loss or excess loss coverage, or reinsurance. A self-insured Member that obtain administrative services only will obtain stop-loss coverage from or

through HEBP. If HEBP is unable to provide appropriate coverage, the Member will obtain other stop-loss coverage that is satisfactory to HEBP.

- 3.8 Coordinators. Each Member shall appoint, and designate in the space provided below, a Pool Coordinator of department head rank or above. Each Member agrees that HEBP is not required to contact or provide notices to any person other than the Pool Coordinator. Any notice to a Member's Pool Coordinator related to service or a claim under this Agreement is binding on the Member. Each Member may change its Pool Coordinator at any time by giving written notice to HEBP.
- 3.9 Audits. HEBP will be audited annually by an independent certified public accountant, and the audit will be filed as required by the laws of the State of Texas including the Group Benefits Act.
- 3.10 Plan Administrator. HEBP will serve as the plan administrator, as defined by the Health Insurance Portability and Accountability Act, for a Member participating in the pooled health and employee Benefits Plan. Each self-insured Member will serve as its own plan administrator, retains the right, duties and privileges of the plan administrator and acknowledges it has responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and plan participants.
- 3.11 Self-Insured Member Responsibility. Each Member acknowledges that, to the extent its Benefit Plan is self-insured, it remains responsible for the payment of benefits under the Benefit Plan if HEBP fails to make payments.
- 3.12 ARTS Participant Responsibility. A Member who participates in the ARTS Program is responsible for providing HEBP with detailed payroll information, including leave of absence, and health benefits information for each full time employee. HEBP is not responsible for verification of information provided by or on behalf of a Member under the ARTS Program. Each participating Member acknowledges that it remains responsible for the accuracy of the information provided to HEBP, and for any fines, penalties, or damages resulting from reports generated from the information.

4. ADMINISTRATIVE PROVISIONS

- 4.1 Amendment. This Agreement may only be amended or modified by written agreement signed by the parties, or as otherwise provided under this Agreement.

- 4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.
- 4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege be considered as a waiver of that right or privilege.
- 4.4 Notices. Any notice required to be given or payment required to be made to HEBP shall be deemed properly sent if addressed to:

Texas Association of Counties Health and Employee Benefits Pool
Attention: Director, Health and Benefits Services Department
1210 San Antonio
Austin, Texas 78701

and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. The terms of a Member's Benefit Plan govern submission of any notice regarding claims under a Member's coverages.

4.4.1 ACH Method of Payment. In order to satisfy Member payment obligations, Member is authorized to initiate electronic debit or credit entries through the Automated Clearinghouse ("ACH") system to HEBP's account or any deposit account maintained by HEBP.

- 4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in state district court in Austin, Travis County, Texas.
- 4.6 Exclusive Right to Enforce. HEBP and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Susan Redford, Executive Director,
Texas Association of Counties

Date: _____

COUNTY OR ENTITY NAME

MEMBER'S POOL COORDINATOR

Name: _____

Address: _____

Title: _____

Phone Number: _____

E-Mail Address: _____

By: 
COUNTY JUDGE OR PRESIDING OFFICER

By: Milton Powers
Printed Name:

Title: County Judge

Date: August 11, 2025

ATTACHMENT A

The Member must select the HEBP services that it will obtain through its membership in HEBP. Please indicate your choices by checking the appropriate box(es) below.

☒ **A. Pooled Coverage**

[You may also select services under D and E, below. Do not select services under B and C, below.]

The Member will participate in the pooled funding arrangements for HEBP health and employee benefits plans. HEBP will provide health and employee benefit plans for the Member's officials, employees, retirees, and eligible dependents, that may include accident, health, prescription drug, dental, disability and other appropriate coverages. Member will adopt its own Benefit Plan from those made available by HEBP. HEBP will provide administrative and other necessary services in support of the Benefit Plan chosen by the Member.

☐ **B. Administrative Services**

[Do not select this box if you selected option A, above. You may select any of the services below.]

The Member has established its own self-funded health and employee benefits plan for its officials, employees, retirees and their eligible dependents. The Member does not want to participate in the pooled HEBP health and employee Benefits Plans, but will obtain from HEBP administrative services in support of Member's self-funded Benefits Plan. HEBP will provide these administrative services under the terms of the Administrative Services Agreement between HEBP and the Member, attached as Exhibit 1 if applicable.

☐ **C. Stop-Loss Coverage**

[Do not select this box if you selected option A, above. If you select this option C, you MUST also select option B, above. You may also select services under D or E, below.]

The Member has established a fund to provide its own health and employee benefits plan for its officials, employees, retirees and their eligible dependents.

The Member does not want to participate in the pooled HEBP health and employee benefits plan, but will obtain from HEBP stop-loss coverage in support of its self-funded Plan. HEBP will provide stop-loss coverage to Member pursuant to the terms of the Stop-Loss Coverage Agreement between Member and HEBP, attached as Exhibit 2 if applicable.

☒ **D. Retiree Health Benefit Plans**

[You may select this option in addition to any other service.]

The Member will participate in the retiree medical program for Medicare eligible retirees of a Member, according to the terms agreed to by Member and HEBP, as described in the Retiree Benefit Plan attached as Exhibit 3 if applicable.

☒ **E. ACA Reporting and Tracking Service (ARTS)**

[You may select this option in addition to any other service.]

The Member will participate in the Affordable Care Act (ACA) Reporting and Tracking Service Program, which provides reporting specific to the Member's employees regarding various ACA rules and thresholds, and produces related annual forms required by the Internal Revenue Code, based on data submitted to HEBP by Member, according to the terms and pricing agreed to by Member and HEBP, attached as Exhibit 4, if applicable.

☒ **F. COBRA Administrative Services**

[You may select this option in addition to any other service.]

The Member will participate in the COBRA administrative services, which provide fulfillment of COBRA notice requirements, enrollment of eligible COBRA participants who elect COBRA benefits, and the collection of COBRA premiums from COBRA participants, according to the terms and pricing agreed to by Member and HEBP, attached as Exhibit 5, if applicable.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

Tyler County

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive online or via mobile app.

Tyler County's CSI

Our records indicate that Tyler County currently has a County Specific Incentive program in place. Please make a selection below to let us know if you would like to keep your current design in place for the 2025-2026 plan year, or if you would like to make modifications to your current design. If you select "Yes," your TAC HEBP Wellness Consultant will reach out to you to confirm reward and penalty options for the upcoming plan year. Please also feel free to contact your consultant at any time to begin this process. If you decide to make changes to your CSI, there is a six week waiting period before employees can view the program online.

Current CSI > Annual Exam: 8 hours of sick leave and 1/2 copay reimbursed for the visit

Please select one:

☒ Yes, we would like to continue with the same CSI program for the 2025-2026 plan year.

☐ We are interested in making changes to our CSI program.

County Name: Tyler County

Printed Name and Title: Milton Powers, County Judge

Contracting Authority Signature: [Signature]

Date: 8-11-25