

\*\*\*\*PUBLIC NOTICE\*\*\*\*



**CITY COUNCIL SPECIAL SESSION**

**Thursday, August 10, 2023 at 5:45 PM**

**City Hall | 3300 Corinth Parkway**

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Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

View live stream: [www.cityofcorinth.com/remotesession](http://www.cityofcorinth.com/remotesession)

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- A. **NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. **CALL TO ORDER**
- C. **WORKSHOP AGENDA**
  - 1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023-2024 Annual Program of Services and Capital Improvement Program.
  - 2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

D. **ADJOURN WORKSHOP**

E. **CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**

F. **CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

G. **CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- 1. Consider and act on minutes from the July 6, 2023, City Council Meeting.
- 2. Consider and act on minutes from the July 20, 2023, City Council Meeting.

H. **BUSINESS AGENDA**

- 3. Consider and recommend the approval of the Specialty Retail and Restaurant Incentive Program.
- 4. Consider and act on a resolution to amend the Economic Development Incentive Policy.
- 5. Consider and act on the acceptance of BlueCross BlueShield of Texas' proposal for City's employee medical insurance benefits for FY 2023-2024 and authorize the City Manager to execute the necessary documents.
- 6. Consider and act on the acceptance of BlueCross BlueShield of Texas' proposal for City's employee dental insurance benefits for FY 2023-2024 and authorize the City Manager to execute the necessary documents.

- 7. Consider and act on an Agreement with SPAN Inc., for services supporting older residents, residents with disabilities, veterans, and other general public, for fiscal year 2023-2024 and authorizing the City Manager to execute the necessary documents.

**I. COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

**J. EXECUTIVE SESSION\*\***

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

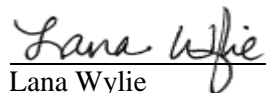
**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

**K. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

**L. ADJOURN**

\*\*The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 7th day of August 2023, at 5:00 P.M., on the bulletin board at Corinth City Hall.

  
\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas



# CITY OF CORINTH Staff Report

|                         |   |               |                          |
|-------------------------|---|---------------|--------------------------|
| <b>Meeting Date:</b>    | 8/10/2023   | <b>Title:</b> | Budget Overview Workshop |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development   |               |                          |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission<br><br>N/A |               |                          |

**Item/Caption**

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023-2024 Annual Program of Services and Capital Improvement Program.

**Item Summary/Background/Prior Action**

In compliance with the Charter requirement, the Fiscal Year 2023-2024 budget was submitted to the Council by Friday, July 31, 2023 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2023-2024 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process.

**Applicable Owner/Stakeholder Policy**

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year.

**Staff Recommendation/Motion**

N/A



# CITY OF CORINTH Staff Report

|                         |  |   |
|-------------------------|--|---|
| <b>Meeting Date:</b>    | 8/10/2023  | <b>Title:</b> Minutes   Approval of Meeting Minutes |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |   |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |   |

**Item/Caption**

Consider and act on minutes from the July 6, 2023, City Council Meeting.

**Item Summary/Background/Prior Action**

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



# CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, July 06, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

View Meeting via Audio/Video: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-77>

STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH

On this, the 6th day of July 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Council Members Present:**

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Steve Holzwarth, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

**Staff Members Present:**

- Scott Campbell, City Manager
- Patricia Adams, City Attorney
- Jerry Garner, Police Chief
- Chad Thiessen, Fire Chief
- Lee Ann Bunselmeyer, Director of Finance & Strategic Services
- Juanita Ortiz, Assistant Director of Finance & Strategic Services
- Glenn Barker, Director of Public Works
- John Webb, Director of Development Services
- Elise Back, Director of Economic Development
- Brenton Copeland, Chief Technology Officer
- Cesar Balderas, Technology Services Specialist III
- Garrett Skrehart, GIS Manager
- Lance Stacy, City Marshal

**CALL TO ORDER**

Mayor Heidemann called the Workshop Meeting to order at 6:22 P.M.

**WORKSHOP AGENDA**

1. Receive a presentation, hold a discussion, and give staff direction on the cost of service and rate design study for the City’s water and wastewater utility.

The item was pulled from the agenda and will be discussed during the July 20, 2023, Workshop Session.

2. Receive a report, hold a discussion, and give staff direction on current regulations and proposed programs regarding Neighborhood Integrity.

The item was presented and discussed.

- 3. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Session Meeting were discussed.

**ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 6:46 P.M. and convened into Executive Session.

**EXECUTIVE SESSION\*\***

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

**Section 551.074 - Personnel Matters.** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.

- a. City Manager duties/oversight regarding personnel and department structure.

**Section 551.087 - Economic Development.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

Mayor Heidemann recessed the Executive Session at 7:00 P.M. and reconvened into the Regular Session Meeting.

No action was taken.

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**

**CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

- Grady Ray - 1607 Villa Court
- Nicole Vera - 2000 Glen Manor Road
- Lisa Morales - 4101 Waverly Road
- David Rinaldi - 2017 Glen Manor Road

**CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- 1. Consider and act on minutes from the May 25, 2023, City Council Meeting.
- 2. Consider and act on minutes from the June 1, 2023, City Council Meeting. **This item was acted upon separately.**

Motion made by Mayor Pro Tem Burke to approve the Minutes from the meeting held on June 1, 2023 to include the motion made by Mayor Pro Tem Burke, during the June 1, 2023 meeting, authorizing the City Manager to proceed as discussed in Closed (Executive) Session. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

- 3. Consider and act on minutes from the June 15, 2023, City Council Meeting.
- 4. Consider and act on the fiscal year 2023-2024 budget for the Corinth Crime Control and Prevention District Annual Budget.
- 5. Consider and act on the fiscal year 2023-2024 budget for the Corinth Fire Control, Prevention, and Emergency Management District Annual Budget.
- 6. Consider and act on a contract with Burns McDonald for the engineering design of I-35 Utility Relocations in the amount of \$394,196 and authorize the City Manager to execute any necessary documents.

Motion made by Council Member Garber to approve the Consent Agenda with the exception of Item 2. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

- 6. Consider and act on minutes from the June 1, 2023, City Council Meeting.

**BUSINESS AGENDA**

- 7. Consider and act on the appointment to the Board of Directors for the Upper Trinity Regional Water District. Motion made by Council Member Henderson to appoint Glenn Barker to serve on the Upper Trinity Regional Water District Board of Directors. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

- 8. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for street maintenance expenditures in the Street Maintenance Sales Tax Fund; and providing an effective date.

Motion made by Council Member Garber to approve Ordinance No. 23-07-06-23 amending the fiscal year 2022-23 Annual Program of services for the expenditure of funds to pay for street maintenance projects. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

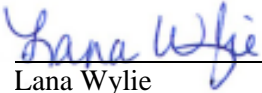
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

Council Member Pickens  
Council Member Henderson

**ADJOURN**

Mayor Heidemann adjourned the Regular Session Meeting at 7:20 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.



\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas

DRAFT





**CITY OF CORINTH**  
**Staff Report**

|                         |  |   |
|-------------------------|--|---|
| <b>Meeting Date:</b>    | 8/10/2023  | <b>Title:</b> Minutes   Approval of Meeting Minutes |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |   |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |   |

**Item/Caption**

Consider and act on minutes from the July 20, 2023, City Council Meeting.

**Item Summary/Background/Prior Action**

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



**CITY COUNCIL REGULAR SESSION - MINUTES**

**Thursday, July 20, 2023 at 5:45 PM**

**City Hall | 3300 Corinth Parkway**

**View Meeting via Audio/Video: <https://www.cityofcorinth.com/city-council/page/city-council-regular-session>**

**STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH**

On this, the 20th day of July 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Council Members Present:**

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Steve Holzwarth, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

**Council Members Absent:**

- Scott Garber, Council Member

**Staff Members Present:**

- Scott Campbell, City Manager
- Patricia Adams, City Attorney
- Elise Back, Director of Economic Development
- John Webb, Director of Development Services
- Glenn Barker, Director of Public Works
- Brenton Copeland, Chief Technology Officer
- Garrett Skrehart, GIS Manager
- Cesar Balderas, Information Technology Systems Manager
- Lance Stacy, City Marshal

**CALL TO ORDER**

Mayor Heidemann called the Regular Meeting to order at 5:46 P.M. and immediately convened into Executive Session.

**EXECUTIVE SESSION\*\***

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

**Section 551.087 - Economic Development.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

a. Project Agora

**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

Mayor Heidemann recessed the Executive Session at 6:35 P.M. No action was taken.

Mayor Heidemann reconvened into the Regular Session Meeting at 6:40 P.M.

**INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**

**CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

No citizen comments were made.

**CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on an ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by expanding the boundary of PD-61 to encompass Lots 1 and 2R of the Lake Vista Business Park Subdivision, currently zoned MX-C Mixed-Use Commercial, specifically to allow the Permitted Uses and Use Regulations enumerated by PD-61 on approximately ±3.1 acres generally located on the north side of Lake Sharon Drive (formerly Dobbs Road), between I-35E and Mayfield Circle. (Case No. ZAPD23-0002 – PD-61 Boundary Amendment)
2. Consider and act on a resolution denying the Oncor Electric Delivery Company LLC application to amend its distribution cost recovery factor and update generation riders to increase distribution rates within the city.

Motion made by Mayor Pro Tem Burke to approve the Consent Agenda as presented. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

**PUBLIC HEARING**

3. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Ridinger Associates, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family Residential to a Planned Development with a base zoning district of SF-4 Single Family Residential for the development of 69 single family lots on approximately ±20 acres generally located on the east side of Post Oak Drive, north of the Terrace Oaks

Subdivision, and south of the Provence Subdivision. (Case No. ZAPD22-0008 – Hillside Corinth) *This item to be tabled to the August 17, 2023 City Council meeting.*

Mayor Heidemann opened the Public Hearing at 6:42 P.M.

Motion made by Mayor Pro Tem Burke to continue the Public Hearing to the August 3, 2023 meeting, Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

- 4. Conduct a Public Hearing to consider testimony and consider and act on an ordinance amending various subsections of Section 3 “Subdivision Regulations” regarding the dedication and maintenance of street lights. Case No. ZTA23-0001 – UDC Subdivision Regulations Amendments – Street Lights

Mayor Heidemann opened the Public Hearing at 6:44 P.M. and closed it at 6:45 P.M.

No comments were made.

Motion made by Council Member Henderson to approve Ordinance No. 23-07-20-25 as presented. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

**BUSINESS AGENDA**

- 5. Consider and act on a Site Plan request by the Applicant, Tate Braun, on behalf of the property owner, RCM Corinth Land, LLC, for the development of approximately ± 13 acres located at the southwest corner of Corinth Parkway and the I-35E service road to permit the construction of 312 multifamily units, limited ground floor retail, and related amenities. Case No. SPC23-0001: Parkway Lofts.

Motion made by Mayor Pro Tem Burke to table this item. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

- 6. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to purchase property to expand Tower Ridge Drive in the Roadway Impact Fee Fund; and providing an effective date.

Motion made by Council Member Henderson to approve Ordinance No. 23-07-20-26 as presented. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

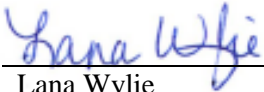
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Council Member Henderson

**ADJOURN**

Mayor Heidemann adjourned the Regular Session Meeting at 6:57 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.



\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas

DRAFT



**CITY OF CORINTH**  
**Staff Report**

|   |   |               |  |   |  |   |  |  |  |   |  |
|---|---|---------------|--|---|--|---|--|--|--|---|--|
| <b>Meeting Date:</b>                                  | 8/10/2023   | <b>Title:</b> | Business Item   Specialty Retail and Restaurant Incentive Program. |   |  |   |  |  |  |   |  |
| <b>Ends:</b>  | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development  |               |  |   |  |   |  |  |  |   |  |
| <b>Governance Focus:</b>                              | <i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder  |               |  |   |  |   |  |  |  |   |  |
|   | <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function  |               |  |   |  |   |  |  |  |   |  |
| <b>Owner Support:</b>                                 | <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning &amp; Zoning Commission</td> <td style="width: 50%; border: none;"><input checked="" type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks &amp; Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> </table> <p>CEDC Board made recommendation to approve the Specialty Retail and Restaurant Incentive Program at the July 10, CEDC Board meeting.</p> |               |  | <input type="checkbox"/> Planning & Zoning Commission | <input checked="" type="checkbox"/> Economic Development Corporation | <input type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> TIRZ Board #2 | <input type="checkbox"/> Finance Audit Committee | <input type="checkbox"/> TIRZ Board #3 | <input type="checkbox"/> Keep Corinth Beautiful | <input type="checkbox"/> Ethics Commission |
| <input type="checkbox"/> Planning & Zoning Commission | <input checked="" type="checkbox"/> Economic Development Corporation  |               |  |   |  |   |  |  |  |   |  |
| <input type="checkbox"/> Parks & Recreation Board     | <input type="checkbox"/> TIRZ Board #2  |               |  |   |  |   |  |  |  |   |  |
| <input type="checkbox"/> Finance Audit Committee      | <input type="checkbox"/> TIRZ Board #3  |               |  |   |  |   |  |  |  |   |  |
| <input type="checkbox"/> Keep Corinth Beautiful       | <input type="checkbox"/> Ethics Commission  |               |  |   |  |   |  |  |  |   |  |

**Item/Caption**

Consider and recommend the approval of the Specialty Retail and Restaurant Incentive Program.

**Item Summary/Background/Prior Action**

The city seeks to recruit new, unique, and specialty retailers and restaurants that help to differentiate Corinth from dining and entertainment venues in other communities within the Dallas Metroplex and to contribute to the City Council’s overall vision of enhancing the quality of life for Corinth’s residents. The proposed Specialty Retail & Restaurant Incentive Program serves the community’s desires for attracting unique, locally/family-owned quality retailers and restaurants that do not already have a strong presence in the marketplace.

**Financial Impact**

N/A.

**Applicable Owner/Stakeholder Policy**

N/A.

**Staff Recommendation/Motion**

Staff recommends approval of the Specialty Retail and Restaurant Incentive Program.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING THE SPECIALTY RETAIL AND RESTAURANT INCENTIVE PROGRAM TO MAKE GRANTS OF PUBLIC MONEY TO ATTRACT UNIQUE, QUALITY RETAILERS AND RESTAURANTS TO THE CITY OF CORINTH; PROVIDING FOR THE REPEAL OF THE EXISTING SERVICE SIGN GRANT PROGRAM OR POLICIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the attraction of long-term investment and the establishment of permanent new jobs in the City of Corinth (the “City”) will enhance the economic base of area taxing entities; and

WHEREAS the City must compete with other communities across the nation currently offering incentives to attract specialty retail and restaurants; and

WHEREAS, granting economic development incentives is one of the principle means by which the public sector and the private sector can forge a partnership to promote real economic growth within a community; and

WHEREAS any incentives offered must be limited in application to those that do not have a strong presence in the marketplace; and

WHEREAS Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for economic development programs, including programs for grants of public money and providing personnel and services of the municipality, as an incentive to attract specialty retail and restaurants; and

WHEREAS the City Council desires to adopt a program to develop and expand the local economy by attracting specialty retail and restaurants in the City of Corinth that will enhance the City’s economic base, that will stimulate business and commercial activity, and that will diversify and expand job opportunities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

I.

THAT the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated herein in their entirety.

II.

THAT the Specialty Retail and Restaurant Incentive Program, attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby adopted as the guidelines and criteria for the City of Corinth to make grants of public money to attract specialty retail and restaurants in the City pursuant to Chapter 380 of the *Texas Local Government Code*.

III.

THAT the City of Corinth hereby repeals service sign grant program or policies that conflict with Exhibit "A."

IV.

THAT this Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Adams, City Attorney



EXHIBIT "A"  
SPECIALTY RETAIL AND RESTAURANT INCENTIVE PROGRAM



## **SPECIALTY RETAIL & RESTAURANT INCENTIVE PROGRAM**

### **GENERAL PURPOSE**

The City of Corinth (the "City" or "Corinth") seeks to recruit new, unique, and specialty retailers and restaurants that help to differentiate Corinth from dining and entertainment venues in other communities within the Dallas Metroplex and to contribute to the City Council's overall vision of enhancing quality of life for Corinth's residents. The City establishes this Specialty Retail & Restaurant Incentive program to serve the community's desires for attracting unique, quality retailers and restaurants that do not already have a strong presence in the marketplace.

### **ELIGIBILITY CRITERIA**

Incentives are targeted to the following types of retailers and restaurants:

1. "Destination" retailers and restaurants that:
  - a) Have the capability to attract customers from outside the community.
  - b) Do not have another existing location within a 5-mile radius.
  - c) Fit well into the existing retail/restaurant economy to provide new and different shopping and/or dining and entertainment experiences.
  - d) Local, regional, and national retailers or restaurants may apply if qualified under subsection (a), (b), and (c) above.
2. Developers/Shopping Center Owners leasing space to destination retailers and restaurants may apply.

\* In order to qualify for incentives, specialty retailers and/or restaurants are required to sign a minimum five (5)-year lease with the Developer/Shopping Center Owner, no matter which party is the applicant and potential recipient of the incentive.

**REVIEW CRITERIA**

All requests for incentives shall be reviewed on a case-by-case basis by the Corinth Economic Development Corporation (CEDC) and the City Council. An application for a Specialty Retail & Restaurant Incentive shall include the following information:

Fiscal Impact

- Anticipated direct sales tax to be generated.
- Total number of full-time equivalent (FTEs) jobs brought to Corinth.
- Total payroll for all FTEs.
- Ad valorem taxes to be generated.

Community Impact

- Does the business satisfy/address the community’s needs for unique, quality retailers and/or restaurants as outlined above in Section 1 (a), (b), and (c) under Eligibility Criteria?

Competitive Impact

- The effect the project would have on existing businesses in Corinth.
- A list of specific businesses seen as direct competitors to the applicant. The CEDC/City seeks first to retain existing businesses, and therefore will consider whether an applicant will compete or potentially displace an existing business.

**TYPES OF INCENTIVES**

**Matching Grants:**

- The CEDC/City may reimburse up to 30% of the costs of façade improvements (including signage, landscaping, and lighting).
- The CEDC/City may reimburse up to 30% of the costs of tenant improvements (not including FFE – fixtures, furniture, and equipment).

The above matching grants would be based on a not to exceed amount based on the total investment.

**Development Fee Rebates:** The CEDC/City may approve the rebate of all or a portion of certain building permit fees.

**Sales and Use Tax Rebates:** The CEDC/City may rebate a portion of the City/CEDC Sales and Use Tax for up to ten (10) years.

The Sales and Use Tax Rebate would be paid in annual installments within ninety (90) days of the end of each twelve (12) calendar month period following the issuance of the certification of occupancy for the facility, or other commencement date if no certificate of occupancy is required. Any Sales and Use Tax Rebate would be limited to the extent that the City has received sales and uses taxes from taxable sales by the applicant. The City's obligation to pay the Sales and Use Tax Rebate in the Agreement would additionally be conditioned upon the applicant requesting and providing sales and use tax documentation from the Office of the Comptroller of the State of Texas that all sales and use taxes have been paid to the City of Corinth.

In the event that the applicant files an amended sales and use tax return or report with the State of Texas, or if additional sales and use tax is due or owing, as determined by the State of Texas, affecting sales and use tax receipts for a previous twelve (12) calendar month period, the CEDC/City will make adjustments accordingly. The CEDC/City reserves the right to conduct an audit at any time of the applicant's books, papers, and reports, and to ensure compliance with the Sales and Use Tax Rebate. Furthermore, in the event of termination of the Agreement, the CEDC/City has the right to recapture any and all rebated sales and use taxes for the calendar year in which any default occurred.

The Sales and Use Tax Rebate will be conditioned upon:

- Minimum taxes: Generation of a certain level of sales and use taxes, which is to be determined based on type of retailer/restaurant.
- Term of occupancy: A minimum five (5)-year lease will be required. The term of the Sales and Use Tax Rebate shall not exceed the term of the lease. Should the applicant request and qualify for a sales tax rebate for the maximum allowed period of ten (10) years, a fifteen (15)-year lease will be required.

## **SUMMARY OF INCENTIVES**

The incentives provided under this Specialty Retail & Restaurant Incentive program are granted utilizing Chapter 380 of the Texas Local Government Code. It is the policy of the CEDC/City to customize the provisions of incentives on a case-by-case basis to result in a “Win/Win” agreement for the applicant and for the Corinth taxpayers. This individualized design of a total incentive package is intended to allow maximum flexibility in addressing the unique concerns of each applicant while enabling the CEDC/City to better respond to the changing needs of the community. The CEDC/City Council reserves the right to make exceptions to this program as deemed necessary. Furthermore, the CEDC/City reserves the right to terminate any and all incentives should the specialty retailer and/or restaurant cease operations at any time. All incentives are subject to availability of funding. Nothing herein shall imply or suggest a guarantee of approval of any incentive request.

## **PROCEDURAL GUIDELINES**

1. Applicant shall complete an “Application for Specialty Retail & Restaurant Incentive” as provided by Economic Development staff.
2. Applicant shall submit a narrative addressing each factor highlighted in the Review Criteria and a Business Plan.
3. Staff will review all documentation for completeness and accuracy. Additional information may be requested as needed.
4. The application package will be reviewed by Economic Development staff. Applicants may be interviewed by the Economic Development staff and any modifications to the application will be made prior to forwarding the application to the full CEDC/City Council with a recommendation for approval or denial.
5. City Council will review the recommendation of the CEDC Board and vote to either approve or deny the grant application.



**CITY OF CORINTH**  
**Staff Report**

|                         |   |   |
|-------------------------|---|---|
| <b>Meeting Date:</b>    | 8/10/2023   | <b>Title:</b> Business Item   Amended Economic Development Incentive Policy |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development  |   |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input checked="" type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission<br><br>The CEDC recommended approval of the revisions to the Economic Development Incentive Policy at their meeting on July 10, 2023. |   |

**Item/Caption**

Consider and act on a resolution to amend the Economic Development Incentive Policy.

**Item Summary/Background/Prior Action**

The Economic Development Incentive policy was approved by Council in March of 2022. The Economic Development Program Incentives Policy is all encompassing providing a comprehensive list of the potential incentives including Chapter 380 incentives. The policy includes the criteria for consideration of economic development incentives, an overview of the economic development incentives as well as the procedural guidelines.

The amendment to the policy is to replace the Service Sign Grant Program with the Specialty Retail and Restaurant Incentive Program. This incentive will assist the CEDC/City in attracting unique, quality retailers and restaurants that do not already have a strong presence in the marketplace.

**Financial Impact**

N/A

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of the revised Economic Development Incentive Policy.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT PROGRAM INCENTIVES POLICY TO MAKE LOANS AND GRANTS OF PUBLIC MONEY TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY; PROVIDING FOR THE REPEAL OF EXISTING ECONOMIC DEVELOPMENT INCENTIVES POLICIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the attraction of long term investment and the establishment of permanent new jobs in the City of Corinth (the “City”) will enhance the economic base of area taxing entities; and

WHEREAS, the City must compete with other communities across the nation currently offering tax inducements to attract new development; and

WHEREAS, granting economic development incentives is one of the principle means by which the public sector and the private sector can forge a partnership to promote real economic growth within a community; and

WHEREAS, any economic development incentives offered must be strictly limited in application to those new and existing businesses that bring new wealth to the community in order to avoid reducing the needed tax revenues of area taxing authorities; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for economic development programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, as an incentive for the development or the redevelopment of property within the municipality; and

WHEREAS, the City Council desires to repeal existing economic development policies and programs approved by resolution and adopt an updated program to develop and expand the local economy by promoting and encouraging projects that will enhance the City’s economic base, that will stimulate business and commercial activity, and that will diversify and expand job opportunities;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

I.

THAT the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated herein in their entirety.

II.

THAT the Economic Development Program Incentives Policy, attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby adopted as the guidelines and criteria for the City of Corinth to make loans and grants of public money to promote economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the *Texas Local Government Code*.

III.

THAT the City of Corinth hereby repeals economic development policies that conflict with Exhibit “A.”

IV.

THAT this Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Adams, City Attorney



EXHIBIT "A"  
ECONOMIC DEVELOPMENT PROGRAM INCENTIVES POLICY



## **Economic Development Program Incentives Policy**

*Effective March 2022 as approved by City Council*

*Revised \_\_\_\_\_, 2023 by City Council*

### **SECTION 1. GENERAL PURPOSE AND OBJECTIVES**

The City of Corinth, Texas, (“City”), in partnership with the Corinth Economic Development Corporation (“CEDC”), is committed to facilitating job creation and dedicated to achieving and sustaining the highest quality of development throughout the city. Success in economic development ensures Corinth’s financial ability to provide continued quality service and updated infrastructure for its residential and corporate citizens.

The purpose of this Economic Development Program Incentives Policy is to establish standards and guidelines that will govern the granting of financial initiatives to facilitate economic growth. The City and/or the CEDC encourages the use of incentives only as necessary to fill financial gaps and limits them to reasonable and appropriate project expenses which have a public benefit. It is the policy of the City that consideration for such incentives will be provided in accordance with the procedures and criteria outlined in this document, Chapter 380 of the Texas Local Government Code, as amended, the Development Corporation Act in Chapters 501-505 of the Texas Local Government Code, and applicable federal and state laws. Nothing in this policy shall imply or suggest that the City and/or the CEDC are under any obligation to provide an incentive to any applicant. All applications are considered on a case-by-case basis.

All economic development incentives requests will be reviewed by City staff and only eligible projects will be sent to City Council and/or the Corinth Economic Development Corporation Board for consideration and approval. Depending on the project, additional approvals or recommendations will be presented by appointed boards, such as the Tax Increment Reinvestment Zone (TIRZ) Boards. Any approvals will be memorialized in an economic development program agreement between the City or appropriate Board(s) and the recipient.

Applications for incentives will not be considered for projects that have already been announced or commenced for example: if a building permit for new construction has already been issued, the purchase of an existing building has been finalized, or a tenant lease has been executed.

### **SECTION 2. DEFINITIONS**

Wherever used in this Policy, the following terms shall have the following meanings ascribed to

them:

**Agreement** – A contractual agreement between the City and/or the CEDC for the purposes of providing one or more economic development program incentives.

**Chapter 380 Grant Term** – The period specified in an Economic Development Program Agreement in which a party may receive annual 380 Grants, not to exceed a total of ten (10) years.

**Business Personal Property** – Any taxable tangible personal property other than inventory and supplies that (i) is subject to ad valorem taxation by the City; (ii) is located on the property subject to an Agreement; (iii) is owned or leased by the party to the Agreement; and (iv) was not located in the City prior to the effective date of the Agreement.

**Capital Investment** - Expenditures for real property improvements such as, without limitation, new facilities and structures, site improvements, infrastructure improvements, facility expansion, facility modernization, and utility installation. Capital Investment does NOT include land acquisition costs or the cost or value of any improvements existing on the property prior to the City Council's authorization of execution of an Agreement.

**CEDC** – The Corinth Economic Development Corporation of the City of Corinth, Texas

**City** – The City of Corinth, Texas.

**City Attorney** – The City Attorney of the City of Corinth, Texas.

**City Council** – The City Council of the City of Corinth, Texas.

**Comprehensive Plan** – The City of Corinth's official guide for making decisions about growth and development. The Plan is a summary of the goals, objectives, policies, strategies, programs, and projects that will enable the city to achieve its mission of focusing on the future, working together to build strong neighborhoods, develop a sound economy, and provide a safe community.

**Dallas-Fort Worth-Arlington MSA** – The Dallas-Fort Worth-Arlington Metropolitan Statistical Area (MSA) comprises two Metropolitan Divisions (MSA): the Fort Worth-Arlington MSA, which includes Hood, Johnson, Parker, Somervell, Tarrant and Wise counties, and the Dallas-Plano-Irving MSA, which includes Collin, Dallas, Denton, Ellis, Hunt, Kaufman, and Rockwall counties.

**Existing Business** – A business that was operating within the corporate limits of the City prior to the effective date of this Policy.

**Full-Time Job/Employee (FTJ/FTE)** – Employment of at least 35-hours per week with full benefits, including at a minimum health, disability insurance and retirement plan options with an average hourly wage equal to or above the calculated by the Bureau of Labor Statistics for the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (MSA) and does not include Part-time or Seasonal employees.

**Hotel/Motel Occupancy taxes (HOT)** - The state hotel occupancy tax rate is 6 percent (.06) of

the cost of a room. Cities and certain counties and special purpose districts are authorized to impose an additional local hotel tax that the local taxing authority collects.

**Incentive** – Money or something of value provided by the City or CEDC to a recipient.

**Investment** – The aggregate of Capital Investment and Personal Property Investment.

**LEED** – Leadership in Energy and Environmental Design (LEED) is the most widely used green building rating system in the world. Available for virtually all building types, LEED provides a framework for healthy, highly efficient, and cost-saving green buildings.

**Mixed-Use Development Project** – A development project in which a facility or facilities will be constructed or renovated such that will be comprised of residential, commercial, restaurant, entertainment and/or retail sales and service uses.

**Personal Property Investment** – The value of Business Personal Property installed on a development site by a date certain, as determined solely by the appraisal district having jurisdiction over the development site.

**Program Cap** – The maximum amount of the Incentive available over the term of the Agreement.

**Qualified Expenses** – Those expenses classified as qualified expenses under Internal Revenue Code Section 41 (the Research and Experimentation Tax Credit) and any other expenses identified and agreed to by the City in an Agreement as direct expenses for utility patent generation, technology commercialization, or spinoff incubation costs.

**Return on investment (ROI)** – Is a performance measure used to evaluate the efficiency or profitability of an investment or compare the efficiency of a number of different investments. ROI tries to directly measure the amount of return on a particular investment, relative to the investment's cost.

**Recipient** – A person, including an individual, organization, or corporation, who receives an incentive in accordance with this policy.

**Salary** – A cash payment or remuneration made to a full-time employee, including paid time off, commissions, and non-discretionary bonuses. A Salary does not include any benefits, such as health insurance or retirement contributions by the employer, reimbursements for employee expenses, or any discretionary bonuses.

**Strategic Plan** – The City of Corinth's strategic plan entitled "Embracing the Future 2030."

**Target Industry** – A business providing services in the sectors specifically identified in Section 4 of this Policy.

**Tax Increment Reinvestment Zone** - Authorized by Chapter 311 of the Texas Tax Code, the City may use tax increment financing to enter into economic development and infrastructure reimbursement agreements to pay for improvements.

**Transit-Oriented Development** - A Mixed-Use Development located within one-half mile of a commuter rail line station and in which all buildings will be at least three (3) stories in height.

### **SECTION 3. CRITERIA FOR ECONOMIC DEVELOPMENT INCENTIVES**

To be eligible for consideration to receive Incentives, all applicants will be required to complete an Incentive application. Refer to Exhibit “A.” All applications will undergo a cost benefit analysis evaluating the fiscal and economic impact as well as the background of the business and the community fit. Refer to the Due Diligence Checklist in Exhibit “B.” To receive an Incentive, the project described in the application must provide a return on investment (ROI). The ROI may be determined through an analysis of:

- Total Capital Investment and resulting taxable value generating annual increases of property tax revenue
- The number and type of jobs to be created and maintained
- Estimated ability to generate direct and/or indirect sales tax revenue
- Estimated ability to generate future overnight stays that result in future direct hotel occupancy fund revenue and indirect revenue associated with visitors

Specific consideration will be given to projects which further the goals and strategies outlined in the Strategic Plan, as well as those with a significant positive impact on diversifying existing markets, adding employment, expanding the local tax base through added improvement values, and increasing sales tax revenues for the City of Corinth.

#### **Targeted Priorities**

The City may consider providing Incentives for projects that further the City’s strategic goals:

- **Job Creation** – The City may consider providing an Incentive for the creation and maintenance of jobs to for companies that create or relocate a minimum of 20 full-time jobs within the City. The company must maintain the number of jobs created and/or relocated for at least a 3-year period to receive the total payment. To be an eligible job, the salary must be at least 100% of the average annual wage for Denton County, as determined by the United States Dept. of Labor, Bureau of Labor Statistics.
- **Transit-Orient-Development (TOD)** – The City may consider Incentives for projects within the City’s TOD. Incentives may include grants or reimbursement for mixed-use developments, improvements to new or existing buildings, pedestrian corridors, façades, murals or public art, iconic signage and/or lighting.
- **Niche / Specialty Retail, Entertainment, or Restaurant** – The City may consider providing Incentives to “destination” retailers or restaurants that have the capability to attract customers from outside the area, serve as a catalyst for other development in the TOD area, and/or provide new and different shopping, dining, or entertainment experiences.
- **Mixed-use Developments** - The City may consider providing Incentives to “mixed-use developments” encompassing residential, commercial, retail and/restaurant and hotel uses which will attract residents and customers from outside the area and serve as a

catalyst for other development in the TOD area, and/or provide new and different shopping, dining, entertainment, and work experiences.

- **Big-Box Retailers** - The City may consider providing Incentives to big box users which will attract customers from outside the area and generate additional sales tax for the city
  - **Office/Professional Services** – The City may consider providing Incentives for corporate headquarters and/or regional offices as well as multi-tenant offices for professional services (accountants, engineers, architects, medical, information technology, lawyers, advertising and media, management consulting, financial, insurance, wealth management, actuary, etc.).
- **Full-Service Hotels** - The City may consider providing Incentives to support the attraction of full-service hotel and conference center space to the City.
- **Distribution and Logistics** – The City may consider providing Incentives to support the supply chain of existing primary employers and better serve current and future neighbors.
- **Medical / Healthcare** – The City may consider providing Incentives to provide additional medical and healthcare related businesses to support the existing and better serve current and future neighbors.

#### **SECTION 4. OVERVIEW OF ECONOMIC DEVELOPMENT INCENTIVES**

The following may be offered by the City and/or the CEDC for economic development projects that meet eligibility criteria set forth in Section 3. Not all tools are available for each project and any Incentive offered is at the discretion of the Corinth City Council and/or CEDC Board. Investment from the City does not preclude other state, county, or federal incentives.

- Chapter 380 Agreements – Authorized under Chapter 380 of the Texas Local Government Code, this agreement between the recipient and taxing entity offers a variety of fee-based or tax-based incentives, including grants, loans, or rebates to promote local economic development and stimulate business and commercial activity.
- Economic Development Grants – The City has a Type B sales tax corporation – the CEDC. Funds may be available to finance qualified projects as determined by the CEDC Board.
- Fee Reductions / Waivers – The City may consider decreasing or waiving certain development fees including building permits, inspection, and impact fees on eligible projects.
- Infrastructure Assistance – The City may facilitate development through enhancement of water, sewer, and/or roadway infrastructure relevant to sites selected for significant projects as needed.
- Sales Tax Rebates – The City may consider sales tax rebates on the City's and CEDC sales tax portion only.
- Hotel/Motel Occupancy Tax – The City may consider rebates on Hotel/Motel Occupancy taxes (HOT). These rebates can only be used for purposes outlined by state law.
- Fast Tracking Development Process – The City may assist the applicant with fast

- tracking the development process when deemed necessary.
- Business Improvement Grant - The CEDC may offer funds for businesses to improve their exterior, visibility, and presentation of their respective property.
  - Specialty Retail & Restaurant Incentive Program – The City may offer assistance to new and unique retailers and restaurants that help create Corinth as a destination.
  - Tax Increment Reinvestment Zone (TIRZ) – Authorized by Chapter 311 of the Texas Tax Code, the City may use tax increment financing to enter into economic development and infrastructure reimbursement agreements to pay for improvements. The TIRZ, whether City-initiated or petitioned by the property owners, sets up a geographic boundary that can be used develop raw land and proactively address decline or deterioration. Note: The creation of a TIRZ may specify how tax revenue is allocated or spent but does not in any way impact the tax rate as TIRZs have no taxing or assessment powers. Refer to the TIRZ Maps Exhibit “C”.

**Value of Economic Development Incentives**

The value of the Incentives offered is subject to the cost/benefit analysis and targeted priorities outlined in Section 3. of the Policy as well as determining whether the project is in the best interest of the City and/or the CEDC to provide Incentives. Specific considerations include how the individual project furthers the goals and objectives of the community and the impact of the project. The public benefit or amount of revenue realized by the City and attributable to the project must equal or exceed the value of any Incentives granted under the application.

**Exceptions**

The City will not consider any Incentives for residential projects or the residential portion of designated mixed-use projects.

To encourage the retention/expansion of existing business, attraction of new businesses which satisfy a community goal or objective, or to meet a special need of the community, the City Council and/or the CEDC retains the ability to approve an Incentive which does not comply with the terms outlined in this policy.

**Decision by City and/or CEDC**

All applications are considered on a case-by-case basis and all Agreements are subject to consideration and final approval by the City Council. Even though an application may meet the criterion set forth in this policy, an application may be denied for any reason at the discretion of the City and/or the CEDC.

**Performance Requirements**

All financial Incentives granted by the City of Corinth are performance-based. Should a recipient fail to satisfy the terms in the Agreement, the City and/or CEDC will deny payment of the full

amount of abatement to be received for that given year. An Agreement will include individual performance measures to be met by the recipient and specific recapture provisions intended to safeguard the City from potential financial loss.

### **Annual Evaluation**

Throughout the year, the City will perform evaluations of approved Agreements to ensure compliance by all recipients. At the end of each year, an Annual Incentives Report will be generated and made available online to the public which will summarize the status of each Incentive that was active during the respective year.

## **Section 5. PROCEDURAL GUIDELINES**

Any person, organization, or corporation desiring that the City and/or EDC consider providing Incentives to encourage local economic development is expected to comply with the following procedural guidelines. Neither the City nor the CEDC are required to approve any Incentives to any applicant who complies with this policy.

To apply for Incentives all applicants are required to complete an Application for Economic Development Incentives which can be found online. The Application must be submitted to the Corinth EDC.

### **Application Review Procedural Guidelines**

- All information in the application package will be reviewed by the City's Economic Development Department for completeness and accuracy. Upon the review – an impact analysis will be prepared to determine the cost benefits of the project.
- The City's Economic Development Department will review the application with the City Manager and appropriate City departments for internal review and comments. Additional information may be requested as needed.
- After the review of the application, City staff may meet with the applicant to discuss the application in further details and may be required to complete a survey. After the meeting, the parties will draft a Term Sheet, outlining the terms and conditions of the Incentives.
- The Term Sheet is reviewed by the CEDC Board and the CEDC Board makes a recommendation to move forward an Agreement with the Applicant.
- Once the Agreement is drafted it is presented to the applicant for their review.
- The Agreement is then placed on the CEDC agenda for the Board consideration and recommendation to Council.
- The Corinth Economic Development Corporation (CEDC) may serve as an advisory body which make recommendations to the City Council regarding whether Incentives should be offered in each individual case. All meetings of the CEDC Board shall be held in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Additional information may be requested as needed.
- The Agreement is brought before the City Council at a regular or called meeting(s) for public presentation, discussion, and a final vote.
- Following a majority approval vote, the Mayor or his or her designee, will execute



copies of the Agreement. One original Agreement will be filed with the city and one original mailed to the contracted party. A copy of each executed Agreement will be maintained in the City's Economic Development Department Office.

- Recipients receiving Incentives will be required to adhere to the performance requirements outlined in the Agreement. Recipients that do not meet performance measures will be required to reimburse the City or EDC of all or a portion of the Incentive value.
- A compliance review will be conducted annually on each Agreement through the expiration period.
- Information provided by applicants on the Application Form may be subject to release to the public pursuant to the Texas Public Information Act as codified in Chapter 552 of the *Texas Government Code*. However, certain information provided to the City in connection with an application under this Economic Development Incentives Policy may be confidential and not subject to public disclosure until the incentives agreement is executed. The City will respond to requests for disclosure as required by law and will assert exceptions to disclosure as it deems relevant. The City will make reasonable attempts to notify applicants of the request so it may assert its own objections to the Attorney General.

**For further information contact:**

Corinth Economic Development Department  
3300 Corinth Parkway  
Corinth, Texas 76208  
940-498-3209  
CorinthEDC.com

**EXHIBIT "A"**  
**Economic Development Incentive Application**



**THE CITY OF CORINTH, TEXAS**

**APPLICATION FOR ECONOMIC DEVELOPMENT INCENTIVES**

The City of Corinth is dedicated to achieving and sustaining the highest quality of development in all areas of the City, and to a continuous improvement in the quality of life for its citizens. Towards this end, the City may elect, on a case-by-case basis, to give consideration to providing incentives as authorized by the Economic Development Program Incentive Policy. It is the policy of the City that said consideration will be provided in accordance with the guidelines and criteria as set forth therein. Nothing in the Economic Development Program Incentives Policy shall imply or suggest that the City is under any obligation to provide incentives to any applicant. All applications for incentives shall be considered on a case-by-case basis; and should be filed with the **City of Corinth Economic Development, 3300 Corinth Parkway, Corinth, Texas, 76208** or **via email to [elise.back@cityofcorinth.com](mailto:elise.back@cityofcorinth.com)**

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Project/Company Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Company's Primary Business: \_\_\_\_\_

Please provide the following information based on the completed project at full operation. It will be assumed that the project is phased in equal annual increments unless indicated otherwise. All values should be those on Appraisal District tax rolls. Please provide supporting documentation where appropriate. Additional pages for responses may be attached.

1. Incentive(s) Requested:

---

2. Does this project fall into one of the following target priorities?

- TOD
- Niche/Specialty Retail, Entertainment, Restaurant
- Mixed-use development
- Big Box Retailer
- Office/Professional Services
- Full-Service Hotel
- Distribution/Logistics
- Medical/Healthcare

3. Necessity of Requested Incentive(s):

*(Describe the reason(s) why this project is seeking assistance)*

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4. Would this project be financially feasible without requested incentive?  
\_\_\_\_\_

5. Is the project a relocation or new facility expansion?  
\_\_\_\_\_

a. If relocation, please state current location(s):  
\_\_\_\_\_

6. Is the project new construction or lease? \_\_\_\_\_

a. If new construction, is it a shell building or build-to-suit? \_\_\_\_\_

b. If new construction, number of water and irrigation meters and size(s):  
\_\_\_\_\_

7. If a lease, will it occupy existing space or new construction? \_\_\_\_\_

8. Number and square footage of proposed/existing project building(s): \_\_\_\_\_

9. Will the incentive applicant be the owner and/or a tenant? \_\_\_\_\_

10. List the specific operations to be performed at proposed location (products produced/distributed, services provided, etc.):

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11. Projected date of occupancy:

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12. Property Size (Acreage): \_\_\_\_\_ Current assessed value of land: \_\_\_\_\_

13. Estimated value of improvements to property: \_\_\_\_\_

14. Proposed uses for project: \_\_\_\_\_  
*(Include percentage of each use based on total project space)*

15. Estimated value and description of business personal property: \_\_\_\_\_

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16. Number of new FTEs on-site: \_\_\_\_\_ Average annual salary: \_\_\_\_\_

17. Annual estimated sales subject to local sales tax: \_\_\_\_\_

18. Annual estimated sales subject to City hotel occupancy tax: \_\_\_\_\_

19. Will Corinth be designated as point of sale for construction/equipment purchases?

a. If so, estimated project construction/equipment cost? \_\_\_\_\_

20. Is this anticipated to be a LEED certified (or equivalent) project?

---

21. Is the property zoned to accommodate proposed use(s)?

---

a. If not, what zoning is required for project? \_\_\_\_\_

22. Other factors the applicant would like to have taken into consideration:

---

---

**Supplemental Attachments – Check all documents that may be attached to submitted application:**

- Map of Property Location
- Legal Description
- Summary of posed site improvements
- Project Site Plan

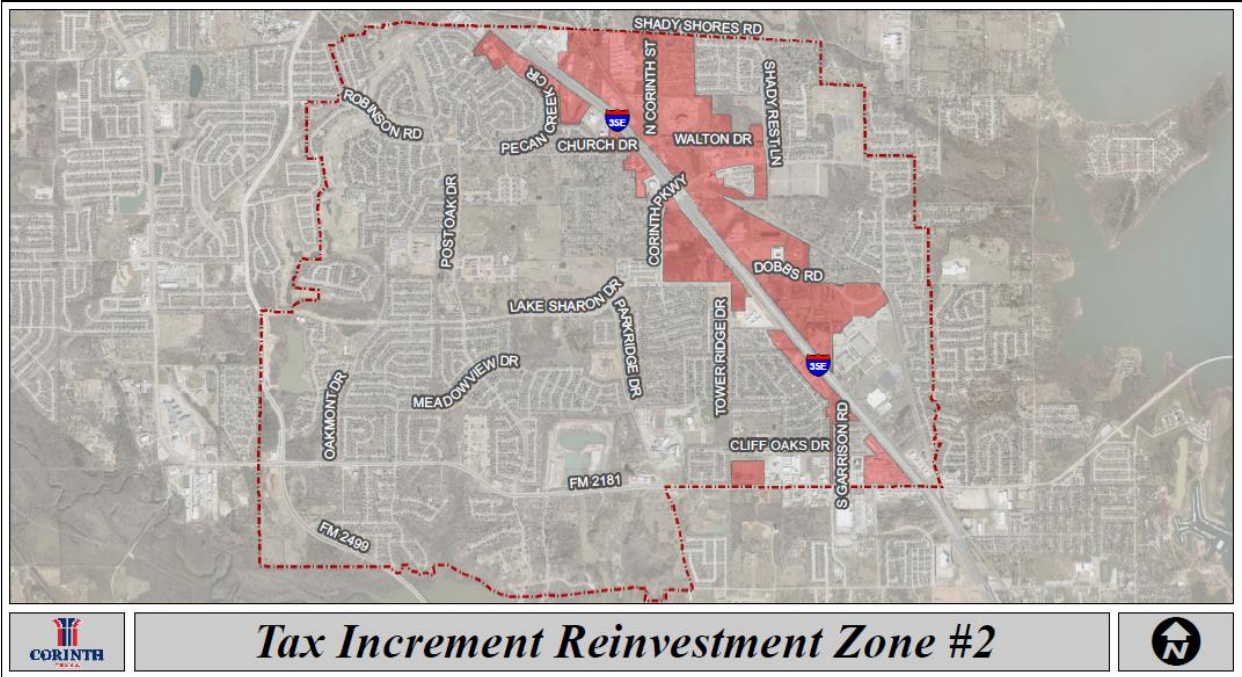
**EXHIBIT "B"**  
**Due Diligence Checklist**



# Due Diligence Checklist

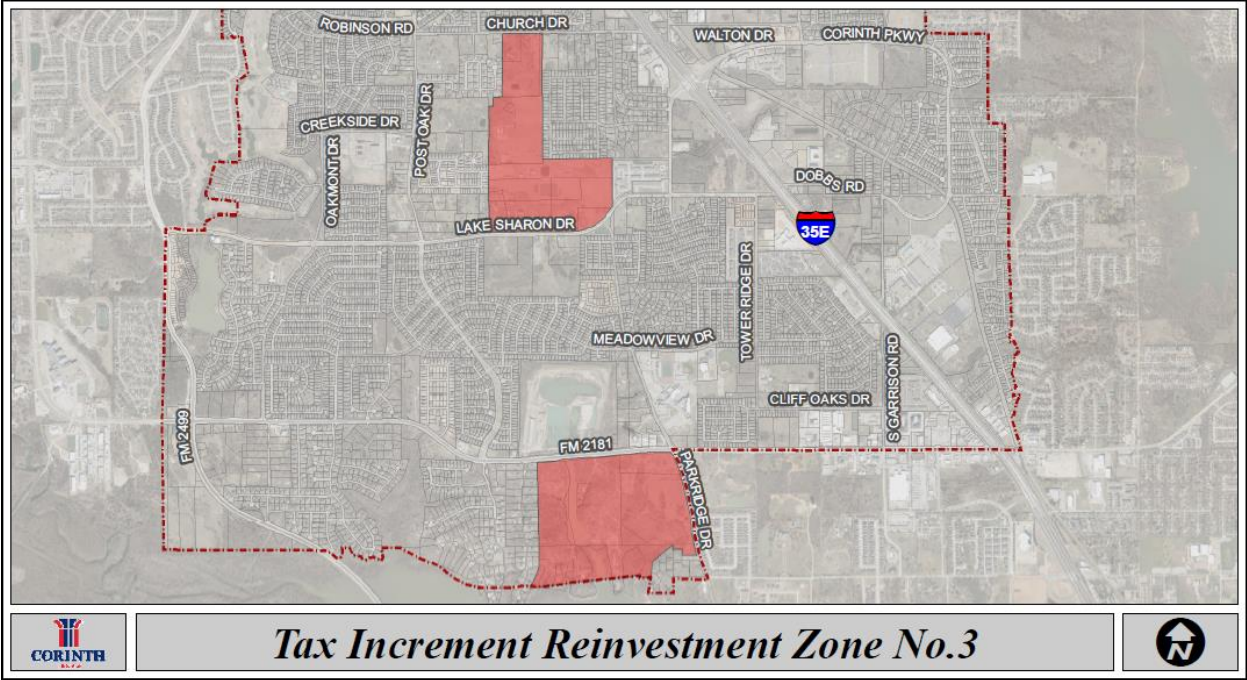
|  <b>Business Background</b>  |  <b>Community Fit</b>  |  <b>Economic Impact</b>  |  <b>Fiscal Impact</b>  |
|---|---|---|---|
| <ul style="list-style-type: none"> <li><input type="radio"/> Is the project a new facility, expansion, consolidation, or relocation?</li> </ul>                   | <ul style="list-style-type: none"> <li><input type="radio"/> Will the project advance the city's strategic plan?</li> </ul>   | <ul style="list-style-type: none"> <li><input type="radio"/> How many jobs will be created? What is the average salary?</li> </ul>                          | <ul style="list-style-type: none"> <li><input type="radio"/> What is the payback period?</li> </ul>   |
| <ul style="list-style-type: none"> <li><input type="radio"/> Is the project a headquarters, manufacturing, distribution/warehouse, etc.?</li> </ul>               | <ul style="list-style-type: none"> <li><input type="radio"/> Does the project complete directly with any existing company?</li> </ul>                                 | <ul style="list-style-type: none"> <li><input type="radio"/> Will the project hire locally or will the employees be relocating to the community?</li> </ul> | <ul style="list-style-type: none"> <li><input type="radio"/> What types and amounts of revenues will be project and spin-off activity bring to the community - property tax, sales tax, HOT, etc.?</li> </ul> |
| <ul style="list-style-type: none"> <li><input type="radio"/> Is the new or company well-established? Review company's financial statements, etc.</li> </ul>       | <ul style="list-style-type: none"> <li><input type="radio"/> Who are the project's suppliers?</li> </ul>  | <ul style="list-style-type: none"> <li><input type="radio"/> What are the direct and indirect spinoffs of the project?</li> </ul>                           | <ul style="list-style-type: none"> <li><input type="radio"/> How do the revenues and costs compare over a 10-year period?</li> </ul>  |
| <ul style="list-style-type: none"> <li><input type="radio"/> Investigate the backgrounds of the company's principals? Is the company well-established?</li> </ul> | <ul style="list-style-type: none"> <li><input type="radio"/> Does the project export its products/services outside of the region?</li> </ul>                          | <ul style="list-style-type: none"> <li><input type="radio"/> Will the project advance the city's strategic plan? Are these net new spinoffs?</li> </ul>     | <ul style="list-style-type: none"> <li><input type="radio"/> What is the rate of return?</li> </ul>   |
| <ul style="list-style-type: none"> <li><input type="radio"/> Are there any pending lawsuits, recent legal decisions, etc.?</li> </ul>                             | <ul style="list-style-type: none"> <li><input type="radio"/> Will the project have an adverse impact on the community - transportation, environment, etc.?</li> </ul> | <ul style="list-style-type: none"> <li><input type="radio"/> What is the total capital investment?</li> </ul>   | <ul style="list-style-type: none"> <li><input type="radio"/> Are there any infrastructure improvements or other direct public costs required by the city?</li> </ul>  |

**EXHIBIT "C"**  
**TIRZs Maps**



*Tax Increment Reinvestment Zone #2*









**CITY OF CORINTH**  
**Staff Report**

|                         |  |               |                          |
|-------------------------|--|---------------|--------------------------|
| <b>Meeting Date:</b>    | 8/10/2023  | <b>Title:</b> | Employee Health Coverage |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |                          |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                          |

**Item/Caption**

Consider and act on the acceptance of BlueCross BlueShield of Texas' proposal for City’s employee medical insurance benefits for FY 2023-2024 and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

The City of Corinth solicited proposals for the City’s employee medical insurance benefits for the 2022-2024 fiscal year. Two qualified proposals for medical insurance benefits were received during the Request for Proposals (RFP) process which closed on June 8, 2023.

After review and evaluation of benefits and proposed costs, our benefits consultant (HUB | IPS Advisors) initiated negotiations. The renewal with the current carrier (BCBS) initially represented an 18.2% increase from the rates for the 2022-23 fiscal year. After negotiations, the proposal from BlueCross BlueShield of Texas represented a 7.2% increase of current rates. These rates are guaranteed until September 30, 2024.

**EMPLOYEE BENEFIT**

The City will continue to offer a dual option health plan; including a “Base” plan that offers a High Deductible plan with a Health Savings Account (HSA), and a “Buy Up” plan that offers a Traditional PPO plan with copays and deductibles. Those employees on the “Buy Up” plan will continue to have the opportunity to participate in a Flexible Spending Account (FSA). Both plans will continue to have the same network (Blue Choice Network). There will be no changes to the plans' coverage. The "Base" plan deductible will change to \$3,000 for individual coverage (in accordance with the 2023 IRS HDHP definition) with a coinsurance benefit of 100%.

Full Time Employees Funding - The City will continue to fund 100% of the employee-only coverage premium cost. The City contribution for the dependent cost will continue at 69%. The aforementioned City contributions are based on the “Base” plan regardless of the plan option the employee chooses. The benchmark for the City’s dependent subsidy is currently at 65%. The HSA contribution from the City will remain at \$1,000 per employee per year.

Part Time (0.5 FTE) Employees Funding - City funding for the employee only coverage will continue to be 50% of the Base plan premium. The City funding for the dependent cost will continue to be 0%. The HSA contribution from the City will remain at \$500 per employee per year.

**Financial Impact**

When considering the expected census (in addition to the proposed new rates), the outcome is a total increase of \$201,756 for the 2023-2024 fiscal year over the 2022-2023 fiscal year budgeted rates.

**Applicable Owner/Stakeholder Policy**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of BlueCross BlueShield of Texas' proposal for City's employee medical insurance benefits for FY 2023-2024 as presented.

# City Of Corinth

Prospective Premium Projection  
for the period  
October 1, 2023 - September 30, 2024  
**copyof10.1.2023 FI Renewal**

*Presented by:*

*Eric Thomas*

Blue Cross and Blue Shield of TX, a Division of Health Care Service Corporation, a Mutual  
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSTX

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**City Of Corinth**  
**Prospective Premium Projection**  
**for the period**  
**October 1, 2023 - September 30, 2024**  
**copyof10.1.2023 FI Renewal**

**RATE DEVELOPMENT**

|                                  | PPO 1000  |            |            | HSA 3000   |            |            |
|----------------------------------|-----------|------------|------------|------------|------------|------------|
|                                  | Lives     | Current    | Renewal    | Lives      | Current    | Renewal    |
| <b>HCSC Primary</b>              |           |            |            |            |            |            |
| Single                           | 11        | \$761.71   | \$816.93   | 61         | \$683.90   | \$733.48   |
| Single + Spouse                  | 2         | \$1,656.28 | \$1,776.36 | 11         | \$1,487.07 | \$1,594.89 |
| Single + Child(ren)              | 2         | \$1,376.66 | \$1,476.47 | 36         | \$1,236.03 | \$1,325.64 |
| Family                           | 1         | \$2,432.72 | \$2,609.09 | 37         | \$2,184.20 | \$2,342.55 |
| <b>Medicare Primary</b>          |           |            |            |            |            |            |
| Single                           | 0         | \$761.71   | \$816.93   | 0          | \$683.90   | \$733.48   |
| Family                           | 0         | \$2,432.72 | \$2,609.09 | 0          | \$2,184.20 | \$2,342.55 |
| <b>HCSC &amp; Medicare Total</b> | <b>16</b> |            |            | <b>145</b> |            |            |

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**City Of Corinth**  
**Prospective Premium Projection**  
**October 1, 2023 - September 30, 2024**  
**copyof10.1.2023 FI Renewal**

**CONDITIONS AND CAVEATS**

Notwithstanding anything in the renewal or proposal to the contrary, BCBSTX reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSTX also reserves the right to change the premium rates it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSTX's expenses or cost of plan administration.

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

After the initial benefit plan design(s) is quoted, HCSC will not be providing a Minimum Value determination for any requested alternative benefit plan design(s). After you have notified HCSC of your final benefit plan design selection(s) for the upcoming policy year or renewal period, a statement indicating whether each selected benefit plan design meets/does not meet Minimum Value standards will be included in the corresponding Summary of Benefits and Coverage document(s) provided by HCSC.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

Rates are projected to be effective for the 12-month period beginning on the effective date indicated.  
Final rates may vary based on actual enrollment results.

This renewal offer assumes BCBSTX will remain the exclusive carrier.

The total annual premiums are based upon the total current enrollment and contract distribution as indicated.

If the enrollment or contract distribution varies by more than 10% in total or in each coverage independently, we reserve the right to re-rate.

The minimum participation requirement is 75% without waivers and 65% with valid waivers in order for coverages to be issued.

The employer maintaining the current contribution schedule.

Annual open enrollment.

Upon inquiry from employer groups, BCBSTX will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBSTX in connection with the employer's policy or contract with BCBSTX.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

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**BlueEdge HSA/Qualified HIGH DEDUCTIBLE HEALTH PLAN (HDHP)  
NON-STANDARD MEDICAL BENEFIT MATRIX & TUTORIAL– INSURED**

Section H, Item 5.

**ACCOUNT INFORMATION**

|   |                           |  |                                |
|---|---------------------------|--|--------------------------------|
| <b>Type of Account</b> <input type="checkbox"/> National <input type="checkbox"/> Major <input checked="" type="checkbox"/> Local |                           | <b>Legal Group Name:</b> City of Corinth EBT                       |                                |
| <b>Size/Contract Count:</b> 166   | <b>Group #(s):</b> 191140 | <b>Account #:</b><br>TX191140                                      | <b>Benefit Agreement:</b> 0001 |
| <b>Last Modified Date:</b> 07/10/2023   |                           |  |                                |
| <input type="checkbox"/> New – Original Effective Date  |                           | <input checked="" type="checkbox"/> Renewal Changes Effective Date |                                |
| <input type="checkbox"/> Retroactive Changes Effective Date   |                           | <input type="checkbox"/> Off-Cycle Changes Effective Date          |                                |
| <b>Grandfathered Status:</b> Non-Grandfathered  |                           |  |                                |
| <b>Prepared By:</b> Tyler Hodshire  |                           | Phone #: (217) 477-2170  |                                |
| <b>Account Manager:</b> Eric Thomas   |                           | Phone #: (972) 766-7431  |                                |
| <b>Marketing Rep:</b> Kaden Hollowell   |                           | Phone #: (713) 419-8832  |                                |
| <b>Underwriter:</b> Shephard Kanyangarara   |                           | Phone #: (312) 653-6277  |                                |
| <b>Marketing Rep Approval / Signature:</b>  |                           |  |                                |

| A/C/D | Comment          | ACCOUNT INFORMATION   |
|-------|------------------|---|
|       |                  | <b>AD:</b> 10/01  |
|       |                  | <b>Performance Guarantee:</b> <input type="checkbox"/> Yes (If yes, attach) <input checked="" type="checkbox"/> No                          |
|       |                  | <b>Collective Bargaining Agreement (CBA):</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, CBA term date: |
|       |                  | <b>Custom Prefix (If applicable):</b>   |
|       |                  | <b>ACA EHB State Benchmark Plan:</b> Texas  |
|       | <i>Comments:</i> |   |

**Template Revisions** (revisions noted throughout document in colored font)

| Effective Date                          | Section            | Topic   | Description   |
|---|--------------------|---|---|
| 04/01/2023<br>Release for<br>07/01/2023 | Preventive Care    | TX Preventive<br>Vision/Hearing<br>Options<br>(23-0029) | – Adding "Routine" to vision and hearing exams.<br>– Updating preventive vision and hearing benefit option(s) to reflect other non-ACA preventive/routine care (100% ; deductible/coinsurance). |
| 04/01/2023<br>Release for<br>07/01/2023 | General Provisions | HSA Legal<br>Disclaimer<br>(23-0003)                    | – Add disclaimer to HSA benefit templates as requested by Legal.  |
| 09/01/2022<br>Release for<br>01/01/2023 | Preauthorization   | Preauthorization<br>Requirements<br>Update<br>(22-0087) | – BCBSTX is removing some of its prior authorization requirements to streamline the process for providers. This will also lessen the administrative burden to Providers & HCSC (TX HB 3459).    |

**BlueEdge HSA/Qualified HIGH DEDUCTIBLE HEALTH PLAN (HDHP)  
NON-STANDARD MEDICAL BENEFIT MATRIX & TUTORIAL– INSURED**

Section H, Item 5.

| Effective Date                          | Section                           | Topic   | Description   |
|---|-----------------------------------|---|---|
| 04/01/2022<br>Release for<br>07/01/2022 | Other Suppliers                   | MDLIVE Update<br>(22-0032)  | – Update the OON column for MDLIVE to "NA" because it is an HCSC preferred Telemedicine vendor and a Product offering. All services are considered at the INN Benefit Level. The OON column is not applicable currently.  |
| 04/01/2022<br>Release for<br>07/01/2022 | Telemedicine                      | Telemedicine<br>Updates<br>(22-0020)                                | – Remove option to select Other for Insured because Insured does not have the option to customize telemedicine. Add (CBSR required) after Other for ASO. Correct some documents to include missing Telemedicine language (as per FGR 20-0092). Remove Catapult references from HMO documents as Catapult is not available for HMOs. |
| 04/01/2022<br>Release for<br>07/01/2022 | General<br>Information<br>Summary | Obsolete<br>Membership<br>Structure Options<br>Removal<br>(22-0010) | – Remove the following obsolete fields from the General Information Summary section under Membership Structure: Maintenance of Payroll numbers, location numbers, Separate Retirees over and under age 65, Initial Only, Subsequent enrollment and VIP code. These fields are no longer in use by the impacted areas.               |
| 04/01/2022<br>Release for<br>07/01/2022 | General Provisions                | CDHP<br>(HSA/HRA/FSA)<br>Vendor Updates<br>(22-0001)                | – Update vendor information for CDHP. Remove vendor Further (now part of HealthEquity). Clarify vendor information on EIN. Indicate HealthEquity now integrates the same as existing vendors.   |

When requesting a change, please note in the A/C/D column: (A) = Add (C) = Change (D) = Delete

| GROUP NAME / NUMBER: 191140 |         |  |            |                |
|-----------------------------|---------|--|------------|----------------|
| A/C/D                       | Comment | TYPE OF SERVICE  | IN-NETWORK | OUT-OF-NETWORK |
|                             |         | <b>GENERAL PROVISIONS</b>  |            |                |
|                             |         | <b>Provider Network</b> - BlueChoice   |            |                |
|                             |         | <b>Indicate if the following is associated with this HSA plan</b>  |            |                |
|                             |         | <input type="checkbox"/> Limited Purpose HCA (IRS Section 213(d) grouping 8) HO-Health Only  |            |                |
|                             |         | <input type="checkbox"/> Incentive (Must include Incentive Matrix)   |            |                |
|                             |         | <b>Health Savings Account Administrator*</b>   |            |                |
|                             |         | An HSA must be paired with a qualified High Deductible Health Plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer groups should seek advice from their independent tax advisor to ensure their proposed benefit strategy with respect to HSAs, FSAs, HRAs, or other benefit arrangements does not conflict with current IRS requirements. |            |                |
|                             |         | Employer Identification Number (EIN)** : 75-1453222  |            |                |
|                             |         | <input type="checkbox"/> BenefitWallet (MELL) Employer Code :  |            |                |
|                             |         | <input type="checkbox"/> HSA Bank (HSAB)   |            |                |
|                             |         | <input type="checkbox"/> Flex (FLEX)   |            |                |
|                             |         | <input type="checkbox"/> Unknown – HDHP only   |            |                |
|                             |         | <input type="checkbox"/> HealthEquity (HLEQ)   |            |                |
|                             |         | <input checked="" type="checkbox"/> Other: Name: Optum Bank  |            |                |
|                             |         | If this is a HSA compatible HDHP only, please indicate "Unknown – HDHP only"   |            |                |
|                             |         | *For HSA BCBSTX offers an integrated relationship with BenefitWallet (Mellon), Flex, HealthEquity, and HSA Bank including integrated eligibility, SSO, web service and claims crossover functionality.   |            |                |
|                             |         | **Employer Identification Number (EIN) is not assigned by the vendor. This is the employer's Tax ID #.   |            |                |
|                             |         | <b>Integrated Flexible Spending Account (FSA) Administrator*</b> Not Available with Limited Purpose HCA  |            |                |
|                             |         | Employer Identification Number (EIN)** :   |            |                |
|                             |         | <input type="checkbox"/> BenefitWallet (MELL) BenefitWallet (Mellon) Employer Code :   |            |                |

**BlueEdge HSA/Qualified HIGH DEDUCTIBLE HEALTH PLAN (HDHP)  
NON-STANDARD MEDICAL BENEFIT MATRIX & TUTORIAL– INSURED**

Section H, Item 5.

| GROUP NAME / NUMBER: 191140 |         |  |                          |                |
|-----------------------------|---------|--|--------------------------|----------------|
| A/C/D                       | Comment | TYPE OF SERVICE  | IN-NETWORK               | OUT-OF-NETWORK |
|                             |         | <input type="checkbox"/> HSA Bank (HSAB)<br><input type="checkbox"/> Flex (FLEX)<br><input type="checkbox"/> HealthEquity (HLEQ)<br><input type="checkbox"/> Other Non-Integrated FSA Vendor Name :  |                          |                |
|                             |         | *For Integrated FSA and Integrated HRA, BCBSTX offers an integrated relationship with BenefitWallet (Mellon), HealthEquity, and HSA Bank including integrated eligibility, SSO, web service and claims crossover functionality. Flex has claims integration only.<br>**Employer Identification Number (EIN) is not assigned by the vendor. This is the employer's Tax ID #.<br><b>Integrated Health Reimbursement Arrangement (HRA) Administrator*</b> Not Available with Limited Purpose HCA<br>Employer Identification Number (EIN)** :<br><input type="checkbox"/> BenefitWallet (MELL) BenefitWallet (Mellon) Employer Code :<br><input type="checkbox"/> HSA Bank (HSAB)<br><input type="checkbox"/> Flex (FLEX)<br><input type="checkbox"/> HealthEquity (HLEQ)<br><input type="checkbox"/> Other Non-Integrated HRA Vendor Name : |                          |                |
|                             |         | *For integrated FSA and Integrated HRA, BCBSTX offers an integrated relationship with BenefitWallet (Mellon), HealthEquity, and HSA Bank including Integrated eligibility, SSO, web services and claims crossover functionality. Flex has claims integration only.<br>**Employer Identification Number (EIN) is not assigned by the vendor. This is the employer's Tax ID #.<br><b>Deductible - NO THREE MONTH DEDUCTIBLE CARRYOVER</b><br><b>Deductible Cross-feeding (select one):</b><br><input type="checkbox"/> Separate (Out-of-Network deductible updates In-Network only)<br><input type="checkbox"/> Combined (In and Out-of-Network deductibles update each other)<br><input checked="" type="checkbox"/> Stand-Alone (No cross-feeding. In-network updates IN only; OON updates OON only)                                     |                          |                |
|                             |         | <b>Deductible Type</b><br>Have the deductible and out-of-pocket maximum for this plan period been verified to be compliant with the applicable IRS and ACA limits?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Common - one deductible that applies to all Eligible Expenses – No option<br><b>Refer to final pages of Matrix/Tutorial for important information</b>   |                          |                |
| <b>C</b>                    |         | Employee Only (Individual)   | \$3000                   | \$5400         |
|                             |         | Family coverage <input checked="" type="checkbox"/> embedded** <b>OR</b> <input type="checkbox"/> aggregate (standard)   | \$5400                   | \$10800        |
|                             |         | <b>Out-of-Pocket Maximum (OPX) (Coshare Stop-Loss amount)</b><br><b>Coshare/OPX Cross-feeding (select one)</b><br><input type="checkbox"/> Separate (Out-of-Network coshare updates In-Network)<br><input type="checkbox"/> Combined (In and Out-of-Network coshare update each other)<br><input checked="" type="checkbox"/> Stand-Alone (No cross-feeding. In-Network updates IN only; OON updates OON only)   |                          |                |
| <b>C</b>                    |         | Employee Only (Individual)   | \$3000                   | \$5400         |
|                             |         | Family coverage <input checked="" type="checkbox"/> embedded ** <b>OR</b> <input type="checkbox"/> aggregate (standard)  | \$5400                   | \$10800        |
|                             |         | NOTE: must match Deductible "Family coverage" choice above   |                          |                |
|                             |         | Deductibles, Coshare Amounts, and any Copayments apply to Out-of Pocket Max  | Yes (Federal guidelines) |                |
|                             |         | Lifetime Dollar Maximum Benefit  | Unlimited (no option)    |                |
|                             |         | Visit/Dollar Max   |                          |                |



**BlueEdge HSA/Qualified HIGH DEDUCTIBLE HEALTH PLAN (HDHP)  
NON-STANDARD MEDICAL BENEFIT MATRIX & TUTORIAL– INSURED**

Section H, Item 5.

| GROUP NAME / NUMBER: 191140 |  |   |   |                |
|-----------------------------|--|---|---|----------------|
| A/C/D                       | Comment  | TYPE OF SERVICE   | IN-NETWORK  | OUT-OF-NETWORK |
|                             |  | Visit/dollar maximums accumulate <i>after</i> deductible is met (standard)<br>Benefit Period  | <input checked="" type="checkbox"/> Calendar Year<br><b>OR</b><br><input type="checkbox"/> Plan Year (mm/dd required)   |                |
|                             |  | Prior Carrier Credit  | <input type="checkbox"/> None<br><b>OR</b><br>check all that apply:<br><input checked="" type="checkbox"/> Deductible <input checked="" type="checkbox"/> Coshare |                |
|                             |  | <b>Carved-out Pharmacy Benefit Administration</b> (applies to Retail and Mail Service)<br>Note: If pharmacy benefits are administered by Prime Therapeutics, complete the PDP matrix. If carved out, complete this section instead of the PDP matrix.   |   |                |
|                             |  | <b>Carved-out vendor</b><br><input type="checkbox"/> <b>CVS/Caremark</b> – Provide telephone number or other contact information, if available:<br><input type="checkbox"/> <b>Catamaran</b> – Provide telephone number or other contact information, if available:<br><input type="checkbox"/> <b>Express Scripts/Medco</b> – Provide telephone number or other contact information, if available:<br><input type="checkbox"/> <b>OptumRx</b> – Provide telephone number or other contact information, if available:<br><input type="checkbox"/> <b>Other vendor</b> – Vendor name:<br>Vendor address:<br>Vendor phone number: |   |                |
|                             |  | <b>Shared Accums ID#:</b> (Required when accums are shared with an external vendor; should always begin with "TX1".)  |   |                |
|                             |  | <b>Accums to share with carved-out pharmacy vendor</b><br>Deductible and out-of-pocket maximum must be shared   |   |                |
|                             | ** Refer to <b>NOTE: Embedded deductibles</b> on the last page of this Matrix/Tutorial form<br>Rx Integration <b>CANNOT</b> be supported on an annual max basis. |   |   |                |
|                             | <i>Comments:</i>   |   |   |                |
|                             |  | <b>FACILITY ONLY: INPATIENT HOSPITAL (POT 1)</b> (Preauthorization Required)  |   |                |
|                             |  | Semiprivate Room & Board / Ancillaries (Corporate Standard)   | 100% after ded.   | 60% after ded. |
|                             | <i>Comments:</i>   |   |   |                |

**BlueEdge HSA/Qualified HIGH DEDUCTIBLE HEALTH PLAN (HDHP)  
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Section H, Item 5.

| GROUP NAME / NUMBER: 191140 |  |  |  |                |
|-----------------------------|--|--|--|----------------|
| A/C/D                       | Comment  | TYPE OF SERVICE  | IN-NETWORK   | OUT-OF-NETWORK |
|                             |  | <b>FACILITY ONLY: OUTPATIENT HOSPITAL (POT 2)</b>  |  |                |
|                             |  | <b>Surgery</b>   |  |                |
|                             |  | Room Charge / Ancillary / Lab & X-ray  | 100% after ded.  | 60% after ded. |
|                             |  | <b>Accident / Medical or Behavioral Health Emergency</b>   |  |                |
|                             |  | Emergency room (ER) / Treatment Room / Ancillary   | 100% after ded   |                |
|                             |  | Lab & X-ray – without ER or Treatment Room   | 100% after ded   |                |
|                             |  | <b>Non-Emergency Care</b>  |  |                |
|                             |  | Emergency Room / Treatment Room / Ancillary  | 100% after ded.  | 60% after ded. |
|                             |  | Lab & X-ray – without ER or Treatment Room   | 100% after ded.  | 60% after ded. |
|                             |  | <b>Other Outpatient Services, includes Diagnostic Medical Procedures</b>   |  |                |
|                             |  | Radiation Therapy  | 100% after ded.  | 60% after ded. |
|                             |  | Dialysis   | 100% after ded.  | 60% after ded. |
|                             |  | Chemotherapy   | 100% after ded.  | 60% after ded. |
|                             |  | Certain Diagnostic Procedures (Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan) | 100% after ded.  | 60% after ded. |
|                             |  | <b>Therapy</b>   |  |                |
|                             |  | Speech & Hearing (paid AAOI)   | 100% after ded.  | 60% after ded. |
|                             |  | Physical Therapy   | 100% after ded.  | 60% after ded. |
|                             |  | Occupational Therapy   | 100% after ded.  | 60% after ded. |
|                             |  | Respiratory Therapy  | 100% after ded.  | 60% after ded. |
|                             | *Ancillary includes all services (including lab & x-ray and Supplies), EXCEPT certain diagnostic procedures. |  |  |                |
|                             | <i>Comments:</i>   |  |  |                |
|                             |  | <b>EXTENDED CARE INPATIENT/HOME (POT 1 &amp; 4) (Preauthorization Required)</b>  |  |                |
|                             |  | <b>Skilled Nursing Facility (ECF – Extended Care Facility)</b>   | 100% after ded.  | 60% after ded. |
|                             |  | <b>Visit Maximum</b>   | <input checked="" type="checkbox"/> 25 day maximum per cal. yr.<br><input type="checkbox"/> Other:   |                |
|                             |  | <b>Home Health (Mandated offer)</b>  | 100% after ded.  | 60% after ded. |
|                             |  | <b>Visit Maximum</b>   | <input checked="" type="checkbox"/> 60 visit maximum per cal. yr.<br><input type="checkbox"/> Other: |                |
|                             |  | <b>Hospice*</b>  | 100% after ded.  | 60% after ded. |
|                             |  | <b>Visit Maximum</b>   | <input checked="" type="checkbox"/> Unlimited<br><input type="checkbox"/> Other:                     |                |
|                             | *Bereavement counseling and respite care are standardly covered in the Hospice benefit.                      |  |  |                |
|                             | <i>Comments:</i>   |  |  |                |
|                             |  | <b>INPATIENT PHYSICIAN'S CHARGES (POT 1)</b>   |  |                |
|                             |  | <b>Inpatient Visits</b>  |  |                |
|                             |  | Hospital Visit*  | 100% after ded.  | 60% after ded. |
|                             |  | Consultation*  | 100% after ded.  | 60% after ded. |

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**GROUP NAME / NUMBER: 191140**

| A/C/D | Comment | TYPE OF SERVICE   | IN-NETWORK      | OUT-OF-NETWORK |
|-------|---------|---|-----------------|----------------|
|       |         | <b>Surgery</b>  |                 |                |
|       |         | General   | 100% after ded. | 60% after ded. |
|       |         | Male Sterilization (reversals not covered)  | 100% after ded. | 60% after ded. |
|       |         | Dental Related to Accidents**   | 100% after ded. | 60% after ded. |
|       |         | Cosmetic (specific medical conditions)  | 100% after ded. | 60% after ded. |
|       |         | Congenital (to age 19)  | 100% after ded. | 60% after ded. |
|       |         | Organ Transplants   | 100% after ded. | 60% after ded. |
|       |         | TMJ includes Craniomandibular -No option<br>(appliances, non-diagnostic & non-surgical services excluded) | 100% after ded. | 60% after ded. |

\*Standardly, this benefit should match the medical/surgical coshare after deductible.

\*\*Corporate Standard - dental surgery benefit does not include removal of soft tissue or partial bony impacted teeth.

*Comments:*

| <b>OUTPATIENT PHYSICIAN'S CHARGES (POT 2)</b> |  |   |                                      |                              |
|---|--|---|--------------------------------------|------------------------------|
|   |  | Lab & X-ray   | 100% after ded.                      | 60% after ded.               |
|   |  | Surgery   | 100% after ded.                      | 60% after ded.               |
|   |  | Certain Diagnostic Procedures (Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan)  | 100% after ded.                      | 60% after ded.               |
|   |  | Accident / Medical or Behavioral Health Emergency   | Pays as any other outpatient service | OON pays at in-network level |
|   |  | Non-Emergency Care  | 100% after ded                       | 60% after ded                |
|   |  | Speech & Hearing Therapy (paid AAOI) – No option  | 100% after ded.                      | 60% after ded.               |
|   |  | Radiation / Chemo Therapy / Dialysis  | 100% after ded.                      | 60% after ded.               |
|   |  | In-Vitro Fertilization* (paid AAOI – mandated offer) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(If "N" is elected, in-vitro is not covered) | Not Covered                          | Not Covered                  |
|   |  | TMJ includes Craniomandibular – No option<br>(appliances, non-diagnostic, & non-surgical services excluded)   | 100% after ded.                      | 60% after ded.               |

IMPORTANT: If in-vitro is covered, fertility drugs must be covered under the pharmacy benefit.

*Comments:*

| <b>PHYSICIAN'S CHARGES IN THE OFFICE (POT 3)</b> |  |  |                 |                |
|--|--|--|-----------------|----------------|
|  |  | Lab & X-ray  | 100% after ded. | 60% after ded. |
|  |  | Office Visit/ Consultation   | 100% after ded. | 60% after ded. |
|  |  | Office Visit / Consultation performed in a contracted Urgent Care Center**   | 100% after ded. | 60% after ded. |
|  |  | Office Services (excluding surgery)  | 100% after ded. | 60% after ded. |
|  |  | Allergy Injections without an Office Visit   | 100% after ded. | 60% after ded. |
|  |  | Surgery  | 100% after ded. | 60% after ded. |
|  |  | In-Vitro Fertilization**** (paid AAOI – mandated offer) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(If "N" is elected, in-vitro is not covered) | Not Covered     | Not Covered    |
|  |  | Speech & Hearing Therapy (paid AAOI) – No option   | 100% after ded. | 60% after ded. |
|  |  | Radiation Therapy  | 100% after ded. | 60% after ded. |

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| GROUP NAME / NUMBER: 191140   |                  |   |  |                                      |
|---|------------------|---|--|--------------------------------------|
| A/C/D   | Comment          | TYPE OF SERVICE   | IN-NETWORK   | OUT-OF-NETWORK                       |
|   |                  | Chemotherapy  | 100% after ded.  | 60% after ded.                       |
|   |                  | Certain Diagnostic Procedures (Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan)                                | 100% after ded.  | 60% after ded.                       |
|   |                  | Diagnostic Mammograms (without member age limits)   | 100% after ded.  | 60% after ded.                       |
|   |                  | Accident / Medical or Behavioral Health Emergency   | Pays as any other office service; OON pays at in-network level |                                      |
|   |                  | Non-Emergency Care  | Pays as any other in-network office service                    | Pays as any other OON office service |
|   |                  | TMJ includes Craniomandibular – No option (appliances, non-diagnostic, & non-surgical services excluded)  | 100% after ded.  | 60% after ded.                       |
| **Contracted urgent care centers only include professional provider types UB, UC, UD and BlueCard specialty 122.<br>* ***IMPORTANT: If in-vitro is covered, fertility drugs must be covered under the pharmacy benefit. |                  |   |  |                                      |
|   | <i>Comments:</i> |   |  |                                      |
| <b>INDEPENDENT LAB &amp; X-RAY PROVIDERS – Provider Type A4</b>   |                  |   |  |                                      |
|   |                  | Independent Lab & X-ray*  | 100% after ded.  | 60% after ded.                       |
| * These providers should not bill with POT 1 (inpatient setting); they may file claims with POT 2, 3 or 5.  |                  |   |  |                                      |
|   | <i>Comments:</i> |   |  |                                      |
| <b>PROVIDER CHARGES IN THE HOME (POT 4)</b>   |                  |   |  |                                      |
|   |                  | <b>Home Infusion Therapy (HIT)</b> (Preauthorization required)  | 100% after ded.  | 60% after ded.                       |
|   | <i>Comments:</i> |   |  |                                      |
| <b>OTHER SUPPLIERS</b>  |                  |   |  |                                      |
|   |                  | Durable Medical Equipment   | 100% after ded.  | 60% after ded.                       |
|   |                  | <b>Ambulance</b>  |  |                                      |
|   |                  | Ground/Air  | 100% after ded.  |                                      |
|   |                  | Orthotics* (medically necessary)  | 100% after ded.  | 60% after ded.                       |
|   |                  | Prosthetics   | 100% after ded.  | 60% after ded.                       |
|   |                  | <input type="checkbox"/> Hearing Aid (paid AAOI) no limit** <b>OR</b>   | 100% after ded.  | 60% after ded.                       |
|   |                  | <input checked="" type="checkbox"/> Hearing Aid up to 1 per ear per 36-month period**   |  |                                      |
|   |                  | <b>Telemedicine</b>   | Covered (Standard)   |                                      |
|   |                  | <b>Virtual Visit MDLIVE (standard offering)</b><br>Note: <b>Must mirror PCP office visit benefit</b><br>Medical & Behavioral Health                         | 100% after ded.  | NA                                   |
|   |                  | <b>Medical</b><br><br>Note: <b>Behavioral Health benefit must mirror benefit under Mental Health and Substance Use Disorder</b><br><b>Behavioral Health</b> | 100% after ded.  | NA                                   |
|   |                  | Note: Behavioral Health Virtual Visit applies to MHP  |  |                                      |

\* Coverage is provided for medically necessary foot orthotics that are consistent with the Medicare Policy Benefit Manual (in accordance with Texas state mandate).

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**GROUP NAME / NUMBER: 191140**

| A/C/D | Comment | TYPE OF SERVICE | IN-NETWORK | OUT-OF-NETWORK |
|-------|---------|-----------------|------------|----------------|
|-------|---------|-----------------|------------|----------------|

\*\*Hearing aid replacement batteries not included in limit maximum.

*Comments:*

|  |  |  |   |                |
|--|--|--|---|----------------|
|  |  | <b>PREVENTIVE CARE – FACILITY / PHYSICIAN CHARGES IN OUTPATIENT FACILITY &amp; OFFICE (POT 2 &amp; 3)</b> – Health Education/Counseling Services, Immunizations, Preventive Care Services, Routine Bone Density Test, Routine Breast Exam, Routine Colonoscopy, Routine Colorectal Cancer Screening-Lab, Routine Gynecological Exam, ACA Preventive Lab Procedures, Routine Mammograms, Routine Pap Smears, Routine Physical, Smoking Cessation Counseling Services, Well Baby Care, Women’s Preventive Care (including, but not limited to: well-woman visits, certain FDA-approved contraception methods for women, female sterilization, breast feeding support, supplies and counseling). NOTE: If religious employer exemption/eligible organization accommodation applies, ACA federal mandates pertaining to coverage of certain FDA-approved women’s contraception methods and counseling with no cost sharing, may not be required. |   |                |
|  |  | Outpatient Visit (POT 2)*  | 100%  | 60% after ded. |
|  |  | Office Visit (POT 3)   | 100%  | 60% after ded. |
|  |  | ACA Preventive Lab (POT 2 & 3) – includes independent lab  | 100%  | 60% after ded. |
|  |  | Routine X-rays, routine lab, routine EKG, routine diagnostic medical procedures, routine digital rectal exam, routine prostate test (POT 2)  | 100%  | 60% after ded. |
|  |  | Routine X-rays, routine lab, routine EKG, routine diagnostic medical procedures, routine digital rectal exam, routine prostate test (POT 3)  | 100%  | 60% after ded. |
|  |  | Routine X-rays, routine lab, routine EKG, routine diagnostic medical procedures, routine digital rectal exam, routine prostate test (POT 2)<br><b>(Independent Lab &amp; X-ray Providers -- Provider Type A4)</b>  | 100%  | 60% after ded. |
|  |  | Routine X-rays, routine lab, routine EKG, routine diagnostic medical procedures, routine digital rectal exam, routine prostate test (POT 3)<br><b>(Independent Lab &amp; X-ray Providers -- Provider Type A4)</b>  | 100%  | 60% after ded. |
|  |  | Immunizations – after the day of the 6 <sup>th</sup> birthdate   | 100%  | 60% after ded. |
|  |  | Immunizations – birth to the day of the 6 <sup>th</sup> birthdate – No Option  | 100%  | 100%           |
|  |  | Routine Vision Exams – does not include Vision Care benefits / Hardware  | 100%  | 60% after ded. |
|  |  | Routine Hearing Exams  | 100%  | 60% after ded. |
|  |  | <b>Women’s Preventive Services</b><br>If religious employer exemption/eligible organization accommodation applies, ACA federal mandates pertaining to coverage of certain FDA-approved women’s contraception methods and counseling with no cost sharing, may not be required.   | Religious Employer Exemption:Not Applicable |                |

\*Certain office visit procedure codes billed with POT 2, performed by provider types A1 (MD), A5 (clinic), AB (hospital employed physician), or BB (hospital based physician) are covered same as office visits billed in POT 3.

*Comments:*

| <b>PHYSICIAN’S CHARGES FOR PHYSICAL MEDICINE / OUTPATIENT FACILITY &amp; OFFICE (POT 2 &amp; 3)</b> |  |  |  |                |
|---|--|--|--|----------------|
| <b>Physical Medicine (Includes physical, occupational and manipulative therapies)</b>               |  |  |  |                |
|   |  | Office Visit                                 | 100% after ded.  | 60% after ded. |
|   |  | All other services in the office             | 100% after ded.  | 60% after ded. |
|   |  | All other services in the outpatient setting | 100% after ded.  | 60% after ded. |
|   |  | Visit Maximum                                | <input checked="" type="checkbox"/> 35 visit maximum per cal yr.<br><input type="checkbox"/> Other: explain: |                |
|   |  | <i>Comments:</i>                             |  |                |

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|  |   |
|--|---|
| <b>MENTAL HEALTH (Serious Mental illness (SMI) is Inclusive under Mental Health (MH))</b>  |   |
| The following are included for MH: Crisis Stabilization Unit or Facility, Residential Treatment Center and Partial Hospitalization Program (Psychiatric Day Treatment Center). | (Paid As Any Other Illness) – NO OPTION<br><br>Benefits require Pre-authorization, and when included for the treatment of Mental Health conditions, will be covered at the inpatient hospital facility benefit payment level, including any applicable limits, per Medical Necessity Criteria which provides guidelines for level of service, appropriate setting, pre authorization and concurrent review process. |
| <i>Comments:</i>   |   |

|  |   |
|--|---|
| <b>CHEMICAL DEPENDENCY (SUBSTANCE USE DISORDER)</b>  |   |
| The following are included for Chemical Dependency: Chemical Dependency Treatment Centers/Residential Treatment Centers and Partial Hospitalization Program (Day Treatment Center) | Paid As Any Other Illness - No Option<br><br>Benefits require Pre-authorization, and when included for the treatment of Chemical Dependency will be covered at the inpatient hospital facility benefit payment level, including any applicable limits, per Medical Necessity Criteria which provides guidelines for level of service, appropriate setting, pre authorization and concurrent review process. |
| <i>Comments:</i>   |   |

| <b>PREAUTHORIZATION GUIDELINES</b><br><b>Note:</b> For Wellbeing Management (WBM) and/or Health Advocacy Solutions (HAS) information, review the corresponding matrix.<br><br>For inpatient Facility services, the Blue Cross Blue Shield of TX or Host Blue’s Participating Provider is required to obtain preauthorization. If preauthorization is not obtained, the Participating Provider will be sanctioned based on the Blue Cross Blue Shield of TX or Host Blue's contractual agreement with the Provider; therefore, the member will be held harmless for the Provider sanction | Patient Held Harmless  | <b>Penalty Applies</b>   |
|--|--|--|
| Inpatient Admission  | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
| Inpatient Admission / Partial Hospital Admission / RTC – Mental Health / Chemical Dependency   | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
| Inpatient Admission – Maternity  | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
| Outpatient Utilization Management (UM) – Certain services may require preauthorization; refer to the Member Benefit Booklet.   | Applies no penalty   | Applies \$250 penalty<br>when applicable                       |
| Home Health  | Yes  | Yes  |
| Hospice  |  |  |

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|                  |  | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
|------------------|--|--|--|
|                  | Skilled Nursing Facility   | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
|                  | Home Infusion Therapy  | Yes  | Yes  |
|                  | The following outpatient Mental Health/Chemical Dependency (Substance Use Disorder) services may require preauthorization.<br><ul style="list-style-type: none"> <li>- Applied Behavior Analysis (ABA)</li> <li>- Outpatient Electroconvulsive Therapy (ECT)</li> <li>- Psychological Testing *</li> <li>- Neuropsychological Testing *</li> <li>- Intensive Outpatient Programs (IOP)</li> <li>- Repetitive Transcranial Magnetic Stimulation (rTMS)</li> </ul> <p>*BCBSTX will notify the provider if preauthorization is required for these testing services.</p> | Yes  | Yes  |
| <i>Comments:</i> |  |  |  |

|                  |  |
|------------------|--|
|                  | <p><b>Benefits Value Advisor (BVA) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</b><br/> <b>– Provided at an additional cost –151+ Subscribers, APPROVED CBSR REQUIRED.</b></p>   |
|                  | <p><b>CBSR case number:</b></p> <p><b>Standard Outbound Calling through AIM- WBM Enable WITHOUT the Vended Prior Authorization Buy up Off (OBCF)</b></p> <p><b>Expanded Outbound Calling</b><br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>a. <input type="checkbox"/> Advanced Imaging Outbound Call (UMGT, AIOC) Prerequisite: Advanced Imaging Prior authorization.</li> <li>b. <input type="checkbox"/> Musculoskeletal (UMGT, MSK) Prerequisite: Joint/Spine Surgery &amp; Pain Management Prior authorization.</li> <li>c. <input type="checkbox"/> Sleep Studies (UMGT, SLPS) Prerequisite: Sleep Studies Prior Authorization</li> </ul> |
| <i>Comments:</i> |  |

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| A/C/<br>D        | NOTE | GENERAL INFORMATION SUMMARY  |  |
|------------------|------|--|--|
|                  |      | <b>Subrogation</b>   | Corporate Standard is Pay & Pursue   |
|                  |      | <b>Dependent Eligibility</b> (to age 26) – No Option   | Standard eligibility is to age 26 regardless of marital, student or employment status.   |
|                  |      | Grandchildren – No Option  |  |
|                  |      | Managing Conservator – No Option   |  |
|                  |      | Disabled Children – No Option  |  |
|                  |      | Automatic coverage for Newborn Care – 1 <sup>st</sup> 31 days – No Option  |  |
|                  |      | Congenital defects of newborn children – No Option   |  |
|                  |      | <input checked="" type="checkbox"/> Domestic Partners (please provide account’s clarification/definition)<br>Are domestic partners eligible for COBRA? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |
|                  |      | <b>Membership System</b> - BlueStar  |  |
|                  |      | <b>Membership Eligibility</b> – No Option  | As defined on BPA  |
|                  |      | Loss of other Coverage including: Medicaid, CHIP, termination of other plan coverage, exhaustion of COBRA benefits, reaching lifetime max, etc. – enrollment events – No option  |  |
|                  |      | <b>Membership Structure</b>  |  |
|                  |      | <input checked="" type="checkbox"/> Standard ID Requirements   | Explain:   |
|                  |      | IDs to be mailed to home address <input checked="" type="checkbox"/> Y <input type="checkbox"/> N  |  |
| <i>Comments:</i> |      |  |  |
|                  |      | <b>Maternity Eligibility for Dependent Daughters</b>   | Corporate Standard   |
|                  |      | <b>Post Delivery Care</b> – No Option  |  |
|                  |      | <b>Complications of Pregnancy for Dependent Daughters</b> – No Option  |  |
|                  |      | <b>External Appeals</b>  | Texas state process applies  |
|                  |      | <b>Filing Limitation</b>   | 1 year   |
|                  |      | <b>Coordination of Benefits (COB)</b>  | BCBSTX uses a standard Coordination of Benefits methodology called COB. The secondary Plan’s payment is reduced because of other insurance. For all dependents, the Birthday Rule applies.   |
|                  |      | <b>Medicare</b><br>(BCBSTX is Primary for 33 months from first Dialysis treatment / End Stage Renal Disease)   | Non Carve-Out is Standard.<br>Non Carve-Out Example: Total Charge: \$100<br>Medicare Allowed: \$80<br>Medicare’s Payment: \$64<br>BCBSTX Payment: \$16<br><br>BCBSTX does not pay more than Medicare’s allowed amount. If other, please explain: |
|                  |      | Retired employees > 65 Medicare is Primary   |  |
| <i>Comments:</i> |      |  |  |
|                  |      | <b>Enrollment Requirements</b>   |  |
|                  |      | Cancellations  | End of Month (in which the Employer notifies BCBSTX that the individual is no longer part of the group eligible for coverage under the Plan).  |
| <i>Comments:</i> |      |  |  |
|                  |      | <b>Limitations and Exclusions</b>  | <b>Standard Limitations and Exclusions Apply. Any deviations or additions to the standard limitation/exclusions must be approved by CBSR and noted in the comment section below. Attach copy of CBSR notes.</b>                                  |



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| A/C/D  | NOTE | GENERAL INFORMATION SUMMARY  |   |
|--|------|--|---|
| <i>Comments:</i>   |      |  |   |
|  |      | <b>Benefit Booklet / Applications</b>  |   |
|  |      | <input type="checkbox"/> Custom Booklet – Prepared by BCBSTX                         | A completed Plan Administrative Form must be attached to the Matrix. Separate charge may be applicable.   |
|  |      | <input type="checkbox"/> Custom Applications / Enrollment Forms – Prepared by BCBSTX | Separate charge may be applicable.  |
| <i>Comments:</i>   |      |  |   |
|  |      | Identity Theft Protection Service  | For insured accounts, this service is automatically provided. Identity Theft Protection services are provided by a third party vendor, and not HCSC employees, and the services may change or be discontinued at any time with or without notice. Identity Theft Protection currently provides credit monitoring, fraud detection, credit /identity repair and insurance to help protect members' information at no additional cost to the member. Members will need to individually enroll in the program in order to receive services, and the services may automatically end when the person is no longer an eligible member. The cost of services received after the person is no longer eligible will need to be paid by the person directly to the third party vendor |
| <i>Comments:</i>   |      |  |   |
| <b>Protected Practitioners</b> – The following practitioners are standardly recognized as protected practitioners by the plan. When required to furnish an item of service or supply described as Eligible Expenses under the Plan and when the practitioner is acting within the scope of his license and is appropriately certified, the practitioner is recognized as a covered practitioner. Any deviations must be noted in the comment section below.  |      |  |   |
| <p>Doctor of Medicine, Doctor of Osteopathy, Doctor of Podiatry, Doctor in Psychology, Psychological Associates who work under the supervision of a Doctor in Psychology, Doctor of Optometry, Doctor of Chiropractic, Doctor of Dentistry, Licensed Audiologist, Licensed Speech-Language Pathologists, Licensed Clinical Social Worker, Licensed Dietician, Licensed Physical Therapist, Licensed Professional Counselor, Licensed Hearing Instrument Fitter and Dispenser, Licensed Chemical Dependency Counselors, Licensed Occupational Therapists, Advanced Practice Nurses (APNs), Physician Assistant (PAs), Nurse First Assistant (NFAs), Licensed Surgical Assistants, Licensed Marriage and Family Therapists, Licensed Acupuncturist (Note: Although acupuncturist has been added to the protected practitioner list as required by state mandate, BCBSTX does not standardly provide coverage of acupuncture services.)</p> |      |  |   |
| <i>Comments:</i>   |      |  |   |
|  |      | <b>Limitations and Exclusions from other Sections</b>                                | <b>Standard Limitations and Exclusions Apply. Any deviations or additions to the standard limitation/exclusions must be approved by CBSR and noted in the comment section below. Attach copy of CBSR notes.</b>   |
| <i>Comments:</i>   |      |  |   |

**Note: Some provisions have been indicated as “no option” or “mandated offers.” These notations are for “information only” purposes and should not be construed as an all-inclusive representation of all statutory requirements or TDI mandated provisions.**

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

**ACCOUNT INFORMATION**

|   |                           |  |                                |
|---|---------------------------|--|--------------------------------|
| <b>Type of Account</b> <input type="checkbox"/> National <input type="checkbox"/> Major <input checked="" type="checkbox"/> Local |                           | <b>Legal Group Name:</b> City of Corinth EBT                       |                                |
| <b>Size/Contract Count:</b> 166   | <b>Group #(s):</b> 245597 | <b>Account #:</b><br>TX191140                                      | <b>Benefit Agreement:</b> 0003 |
| <b>Last Modified Date:</b> 07/10/2023   |                           |  |                                |
| <input type="checkbox"/> New – Original Effective Date  |                           | <input checked="" type="checkbox"/> Renewal Changes Effective Date |                                |
| <input type="checkbox"/> Retroactive Changes Effective Date   |                           | <input type="checkbox"/> Off-Cycle Changes Effective Date          |                                |
| <b>Grandfathered Status:</b> Non-Grandfathered  |                           |  |                                |
| <b>Prepared By:</b> Tyler Hodshire  |                           | Phone #: (217) 477-2170  |                                |
| <b>Account Manager:</b> Eric Thomas   |                           | Phone #: (972) 766-7431  |                                |
| <b>Marketing Rep:</b> Kaden Hollowell   |                           | Phone #: (713) 419-8832  |                                |
| <b>Underwriter:</b> Shephard Kanyangarara   |                           | Phone #: (312) 653-6277  |                                |
| <b>Marketing Rep Approval / Signature:</b>  |                           |  |                                |

| A/C/D | Comment          | ACCOUNT INFORMATION   |
|-------|------------------|---|
|       |                  | <b>AD:</b> 10/01  |
|       |                  | <b>Performance Guarantee:</b> <input type="checkbox"/> Yes (If yes, attach) <input checked="" type="checkbox"/> No                          |
|       |                  | <b>Collective Bargaining Agreement (CBA):</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, CBA term date: |
|       |                  | <b>Custom Prefix (If applicable):</b>   |
|       |                  | <b>ACA EHB State Benchmark Plan:</b> Texas  |
|       | <i>Comments:</i> |   |

**Template Revisions** (revisions noted throughout document in colored font)

| Effective Date                          | Section  | Topic  | Description   |
|---|--|--|---|
| 04/01/2023<br>Release for<br>07/01/2023 | Preventive Care  | TX Preventive Vision/Hearing Options (23-0029) | <ul style="list-style-type: none"> <li>- Adding "Routine" to vision and hearing exams.</li> <li>- Updating preventive vision and hearing benefit option(s) to reflect other non-ACA preventive/routine care (100% ; deductible/coinsurance).</li> </ul> |
| 09/01/2022<br>Release for<br>01/01/2023 | Preauthorization   | Preauthorization Requirements Update (22-0087) | <ul style="list-style-type: none"> <li>- BCBSTX is removing some of its prior authorization requirements to streamline the process for providers. This will also lessen the administrative burden to Providers &amp; HCSC (TX HB 3459).</li> </ul>      |
| 04/01/2022<br>Release for<br>07/01/2022 | General Provisions & Inpatient Physician's Charges (POT 1) | TX INS Deductible Redefinition (22-0018)       | <ul style="list-style-type: none"> <li>- To meet MHP compliance, redefine the Medical/Surgical deductible option and add a note in the Inpatient Physician's Charges section.</li> </ul>  |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

| Effective Date                          | Section                           | Topic   | Description   |
|---|-----------------------------------|---|---|
| 04/01/2022<br>Release for<br>07/01/2022 | Other Suppliers                   | MDLIVE Update<br>(22-0032)  | – Update the OON column for MDLIVE to "NA" because it is an HCSC preferred Telemedicine vendor and a Product offering. All services are considered at the INN Benefit Level. The OON column is not applicable currently.  |
| 04/01/2022<br>Release for<br>07/01/2022 | Telemedicine                      | Telemedicine<br>Updates<br>(22-0020)                                | – Remove option to select Other for Insured because Insured does not have the option to customize telemedicine. Add (CBSR required) after Other for ASO. Correct some documents to include missing Telemedicine language (as per FGR 20-0092). Remove Catapult references from HMO documents as Catapult is not available for HMOs. |
| 04/01/2022<br>Release for<br>07/01/2022 | General<br>Information<br>Summary | Obsolete<br>Membership<br>Structure Options<br>Removal<br>(22-0010) | – Remove the following obsolete fields from the General Information Summary section under Membership Structure: Maintenance of Payroll numbers, location numbers, Separate Retirees over and under age 65, Initial Only, Subsequent enrollment and VIP code. These fields are no longer in use by the impacted areas.               |
| 04/01/2022<br>Release for<br>07/01/2022 | General<br>Provisions             | CDHP<br>(HSA/HRA/FSA)<br>Vendor Updates<br>(22-0001)                | – Update vendor information for CDHP. Remove vendor Further (now part of HealthEquity). Clarify vendor information on EIN. Indicate HealthEquity now integrates the same as existing vendors.   |

When requesting a change, please note in the A/C/D column: (A) = Add (C) = Change (D) = Delete

| GROUP NAME / NUMBER: 245597 |         |  |            |                |
|-----------------------------|---------|--|------------|----------------|
| A/C/D                       | Comment | TYPE OF SERVICE  | IN-NETWORK | OUT-OF-NETWORK |
|                             |         | <b>GENERAL PROVISIONS</b>  |            |                |
|                             |         | Provider Network - BlueChoice  |            |                |
|                             |         | <b>Indicate which, if any of the following is associated with this PPO plan:</b>   |            |                |
|                             |         | <input type="checkbox"/> Wellness Rewards HCA  |            |                |
|                             |         | <input type="checkbox"/> Incentives (must attach incentive matrix)   |            |                |
|                             |         | <b>Integrated Flexible Spending Account (FSA) Administrator*</b> Integrated FSA is not available with any BCBSTX HCA type  |            |                |
|                             |         | Employer Identification Number (EIN)** :   |            |                |
|                             |         | <input type="checkbox"/> BenefitWallet (MELL) BenefitWallet (Mellon) Employer Code :   |            |                |
|                             |         | <input type="checkbox"/> HSA Bank (HSAB)   |            |                |
|                             |         | <input type="checkbox"/> Flex (FLEX)   |            |                |
|                             |         | <input type="checkbox"/> HealthEquity (HLEQ)   |            |                |
|                             |         | <input type="checkbox"/> Other Non-Integrated FSA Vendor Name :  |            |                |
|                             |         | *BCBSTX offers an integrated relationship with BenefitWallet (Mellon), HealthEquity, and HSA Bank including integrated eligibility, SSO, web service and claims crossover functionality. Flex has claims integration only. |            |                |
|                             |         | **Employer Identification Number (EIN) is not assigned by the vendor. This is the employer's Tax ID #.   |            |                |
|                             |         | <b>Integrated Health Reimbursement Arrangement (HRA) Administrator*</b> Integrated HRA is not available with any BCBSTX HCA type   |            |                |
|                             |         | Employer Identification Number (EIN)** :   |            |                |
|                             |         | <input type="checkbox"/> BenefitWallet (MELL) BenefitWallet (Mellon) Employer Code :   |            |                |
|                             |         | <input type="checkbox"/> HSA Bank (HSAB)   |            |                |
|                             |         | <input type="checkbox"/> Flex (FLEX)   |            |                |
|                             |         | <input type="checkbox"/> HealthEquity (HLEQ)   |            |                |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

**GROUP NAME / NUMBER: 245597**

| A/C/D | Comment  | TYPE OF SERVICE  | IN-NETWORK                          | OUT-OF-NETWORK                       |
|-------|--|--|-------------------------------------|--------------------------------------|
|       |  | <input type="checkbox"/> Other Non-Integrated HRA Vendor Name :  |                                     |                                      |
|       |  | *BCBSTX offers an integrated relationship with BenefitWallet (Mellon), HealthEquity, and HSA Bank including integrated eligibility, SSO, web service and claims crossover functionality. Flex has claims integration only. |                                     |                                      |
|       |  | **Employer Identification Number (EIN) is not assigned by the vendor. This is the employer's Tax ID #.   |                                     |                                      |
|       |  | <b>WELLNESS REWARD HEALTH CARE ACCOUNT COMPOSITION (If Applicable)</b>   |                                     |                                      |
|       |  | <b>HCA Benefit Period</b> <input type="checkbox"/> Calendar Year <input type="checkbox"/> Plan Year  |                                     |                                      |
|       |  | <b>Eligible Medical Claims Payable from Health Care Account (check all that apply)</b>   |                                     |                                      |
|       |  | <input type="checkbox"/> Deductible  |                                     |                                      |
|       |  | <input type="checkbox"/> Coshare   |                                     |                                      |
|       |  | <input type="checkbox"/> Copayments  |                                     |                                      |
|       | <i>Comments:</i>   |  |                                     |                                      |
|       |  | <b>Eligible Pharmacy Claims Payable from Health Care Account (check all that apply)</b>  |                                     |                                      |
|       |  | <input type="checkbox"/> Deductible  |                                     |                                      |
|       |  | <input type="checkbox"/> Coshare   |                                     |                                      |
|       |  | <input type="checkbox"/> Copayments  |                                     |                                      |
|       | <i>Comments:</i>   |  |                                     |                                      |
|       |  | <b>Non-Benefit Plan-eligible expenses identified under 213(d) [IRS Section 213(d)], check all groupings that apply:</b>  |                                     |                                      |
|       |  | <input type="checkbox"/> Grouping 1  | <input type="checkbox"/> Grouping 5 | <input type="checkbox"/> Grouping 9  |
|       |  | <input type="checkbox"/> Grouping 2  | <input type="checkbox"/> Grouping 6 | <input type="checkbox"/> Grouping 10 |
|       |  | <input type="checkbox"/> Grouping 3  | <input type="checkbox"/> Grouping 7 | <input type="checkbox"/> Grouping 11 |
|       |  | <input type="checkbox"/> Grouping 4  | <input type="checkbox"/> Grouping 8 | <input type="checkbox"/> Grouping 12 |
|       |  |  |                                     | <input type="checkbox"/> Grouping 13 |
|       |  |  |                                     | <input type="checkbox"/> Grouping 14 |
|       |  |  |                                     | <input type="checkbox"/> Grouping 15 |
|       |  |  |                                     | <input type="checkbox"/> Grouping 16 |
|       | <b>If HCA funds are to be used for Pharmacy claims, a Shared Accums ID (for vendors other than Prime) is required in the Rx Shared Accums area of the matrix even if Accums are not being shared.</b> Sharing HCA funds does not imply sharing of accums |  |                                     |                                      |
|       | BlueStar use: HCA Coverage Codes   |  |                                     |                                      |
|       | -If Medical Claims and Rx Claims are payable from the HCA the HCA coverage code is HD.   |  |                                     |                                      |
|       | -If Medical Claims only are payable from the HCA the HCA Coverage code is HO.  |  |                                     |                                      |
|       | -If Pharmacy only is payable from the HCA the HCA Coverage code is DO.   |  |                                     |                                      |
|       | -If Rx claims are payable from the HCA (claims payable from the HCA is different than shared Accums) the appropriate Savings Account ID is to be selected in BlueSTAR.   |  |                                     |                                      |
|       | <i>Comments:</i>   |  |                                     |                                      |
|       |  | Deductible Cross Feeding Select One:   |                                     |                                      |
|       |  | <input type="checkbox"/> Separate (Out-of-Network deductible updates In-Network)   |                                     |                                      |
|       |  | <input type="checkbox"/> Combined (In and Out-of-Network deductibles update each other)  |                                     |                                      |
|       |  | <input checked="" type="checkbox"/> Stand-alone (No cross-feeding. In-Network updates IN only; OON updates OON only)   |                                     |                                      |
|       |  | <b>Calendar Year Deductible*</b>   |                                     |                                      |
|       |  | <input checked="" type="checkbox"/> Common (One deductible that applies to all eligible expenses)  |                                     |                                      |
|       |  | <input type="checkbox"/> Medical / Surgical Only (applies to all eligible expenses except for Inpatient Facility and Inpatient Professional Services)  |                                     |                                      |
|       |  | Individual   | \$1000                              | \$3000                               |
|       |  | Family   | \$2000                              | \$6000                               |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

**GROUP NAME / NUMBER: 245597**

| A/C/D | Comment | TYPE OF SERVICE   | IN-NETWORK   | OUT-OF-NETWORK  |
|-------|---------|---|--|---|
|       |         | <input type="checkbox"/> Hospital Per Admission Deductible  | \$   | \$  |
|       |         | Three Month Deductible Carryover Applies**  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|       |         | <b>Coshare (Out-of-Pocket) Cross-feeding (select one):</b>  |  |   |
|       |         | <input type="checkbox"/> Separate (Out-of-Network coinsurance updates In-Network)   |  |   |
|       |         | <input type="checkbox"/> Combined (In and Out-of-Network coinsurance update each other)   |  |   |
|       |         | <input checked="" type="checkbox"/> Stand-alone (No cross-feeding. In-Network updates IN only; OON updates OON only)  |  |   |
|       |         | <b>Coshare / Out-of-Pocket (OPX) (Calendar Year)</b>  |  |   |
|       |         | Individual  | \$3000   | \$6000  |
|       |         | Family  | \$6000   | \$12000   |
|       |         | Deductible Applies to Coinsurance/OPX   | Yes (no option)  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|       |         | Copays apply to Coinsurance/OPX   | Yes (no option)  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|       |         | Lifetime Dollar Maximum Benefit   | Unlimited (no option)  |   |
|       |         | Visit/Dollar Max  |  |   |
|       |         | Visit/dollar maximums accumulate <i>after</i> deductible is met (standard)  |  |   |
|       |         | Benefit Period  | <input checked="" type="checkbox"/> Calendar Year <b>OR</b> <input type="checkbox"/> Plan Year (month / day required)  |   |
|       |         | Prior Carrier Credit applies  | <input type="checkbox"/> None <b>OR</b> check all that apply: <input checked="" type="checkbox"/> Deductible <input checked="" type="checkbox"/> Coinsurance |   |
|       |         | <b>Carved-out Pharmacy Benefit Administration</b> (applies to Retail and Mail Service)  |  |   |
|       |         | Note: If pharmacy benefits are administered by Prime Therapeutics, complete the PDP matrix. If carved out, complete this section instead of the PDP matrix.   |  |   |
|       |         | <b>Carved-out vendor</b>  |  |   |
|       |         | <input type="checkbox"/> <b>CVS/Caremark</b> – Provide telephone number or other contact information, if available:   |  |   |
|       |         | <input type="checkbox"/> <b>Catamaran</b> – Provide telephone number or other contact information, if available:  |  |   |
|       |         | <input type="checkbox"/> <b>Express Scripts/Medco</b> – Provide telephone number or other contact information, if available:  |  |   |
|       |         | <input type="checkbox"/> <b>OptumRx</b> – Provide telephone number or other contact information, if available:  |  |   |
|       |         | <input type="checkbox"/> <b>Other vendor</b> – Vendor name:   |  |   |
|       |         | Vendor address:   |  |   |
|       |         | Vendor phone number:  |  |   |
|       |         | <b>Share accums with carved-out pharmacy vendor?</b>  |  |   |
|       |         | Note: In-network Rx accums update in-network only (standard). If Rx Deductible is integrated with medical, three-month deductible carryover is not available.   |  |   |
|       |         | <input type="checkbox"/> Yes  |  |   |
|       |         | <b>Shared accums ID#:</b> (Required when accums are shared with an external vendor; should always begin with "TX1".)  |  |   |
|       |         | Check any that apply:   |  |   |
|       |         | <input type="checkbox"/> <b>Deductible</b> (The drug deductible is the same as the medical deductible. All benefits, including prescription drug benefits, must apply to calendar/plan year deductible.)  |  |   |
|       |         | <input type="checkbox"/> <b>Out-of-pocket (OPX) maximum</b> (The drug OPX is the same as the medical OPX. All benefits, including prescription drug benefits, must apply to plan calendar/plan year OPX.) |  |   |
|       |         | <input type="checkbox"/> No   |  |   |
|       |         | Check any that apply:   |  |   |
|       |         | <input type="checkbox"/> <b>Separate prescription drug deductible</b> (The drug deductible must be satisfied before benefits are available.)  |  |   |
|       |         | \$ Individual    \$ Family  |  |   |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

**GROUP NAME / NUMBER: 245597**

| A/C/D | Comment   | TYPE OF SERVICE   | IN-NETWORK   | OUT-OF-NETWORK   |
|-------|---|---|--|--|
|       |   | <input type="checkbox"/> <b>Separate prescription drug out-of-pocket (OPX) maximum</b> (If a separate drug OPX is maintained, annual medical and drug OPX limits cannot exceed annual ACA limits.)<br>\$ Individual \$ Family |  |  |
|       | * When \$0 calendar year deductible is selected, the respective fields indicating a deductible throughout the matrix will not be applicable.<br>** If Rx is integrated with medical, three month deductible carryover is only available if integrating accums with Prime Therapeutics. Not available with any other pharmacy vendors. |   |  |  |
|       | <i>Comments:</i>  |   |  |  |
|       | <b>FACILITY ONLY: INPATIENT HOSPITAL (POT 1) (Preauthorization Required)</b>  |   |  |  |
|       |   | Semiprivate Room & Board / Ancillaries (Corporate Standard)   | 80% after deductible   | 60% after deductible   |
|       | Note: If common deductible and per admission deductible are both purchased, <b>both deductibles</b> will apply to inpatient admission.  |   |  |  |
|       | <i>Comments:</i>  |   |  |  |
|       | <b>FACILITY ONLY: OUTPATIENT HOSPITAL (POT 2)</b>   |   |  |  |
|       | <b>Surgery</b>  |   |  |  |
|       |   | Room Charge / Ancillary / Lab & X-ray   | 80% after deductible   | 60% after deductible   |
|       | <b>Accident / Medical or Behavioral Health Emergency</b>  |   |  |  |
|       |   | Emergency room (ER) / Treatment Room / Ancillary*   | Copay waived if admitted   |  |
|       |   | Lab & X-ray – without ER or Treatment Room  | 80% after \$200 Copay  |  |
|       |   |   | 100%   |  |
|       | <b>Non-Emergency Care</b>   |   |  |  |
|       |   | Emergency Room / Treatment Room / Ancillary*  | Copay waived if admitted   |  |
|       |   | Lab & X-ray – without ER or Treatment Room  | 80% after \$200 Copay(Note: benefit % must match the medical/surgical benefit %)                   | 60% after \$200 copay and ded(Note: benefit % must match the medical/surgical benefit %) |
|       |   |   | 100%   | 60% after deductible   |
|       | <b>Other Outpatient Services, includes Diagnostic Medical Procedures – No Copay</b>   |   |  |  |
|       |   | Radiation Therapy   | 80% after deductible   | 60% after deductible   |
|       |   | Dialysis  | 80% after deductible   | 60% after deductible   |
|       |   | Chemotherapy  | 80% after deductible   | 60% after deductible   |
|       |   | Certain Diagnostic Procedures (Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan)  | 80% after deductible   | 60% after deductible   |
|       | <b>Therapy – No Copay</b>   |   |  |  |
|       |   | Speech & Hearing (paid AAOI)  | 80% after deductible   | 60% after deductible   |
|       |   | Physical Therapy  | 80% after deductible   | 60% after deductible   |
|       |   | Occupational Therapy  | 80% after deductible   | 60% after deductible   |
|       |   | Respiratory Therapy   | 80% after deductible   | 60% after deductible   |
|       | *Ancillary includes all services (including lab & x-ray and Supplies), EXCEPT certain diagnostic procedures, which will pay coinsurance after deductible with or without ER or treatment room charge.   |   |  |  |
|       | <i>Comments:</i>  |   |  |  |
|       | <b>EXTENDED CARE INPATIENT/HOME (POT 1 &amp; 4) (Preauthorization Required)</b>   |   |  |  |
|       |   | <b>Skilled Nursing Facility (ECF – Extended Care Facility)</b>  | 100%   | 60% after deductible   |
|       |   | <b>Visit Maximum</b>  | <input checked="" type="checkbox"/> 25 day maximum per cal. yr.<br><input type="checkbox"/> Other: |  |
|       |   | <b>Home Health (Mandated offer)</b>   | 100%   | 60% after deductible   |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

| <b>GROUP NAME / NUMBER: 245597</b> |         |                      |  |
|------------------------------------|---------|----------------------|--|
| A/C/D                              | Comment | TYPE OF SERVICE      | IN-NETWORK   |
|                                    |         | <b>Visit Maximum</b> | <input checked="" type="checkbox"/> 60 visit maximum per cal. yr.<br><input type="checkbox"/> Other: |
|                                    |         | <b>Hospice*</b>      | 100%      60% after deductible   |
|                                    |         | <b>Visit Maximum</b> | <input checked="" type="checkbox"/> Unlimited<br><input type="checkbox"/> Other:                     |

\*Bereavement counseling and respite care are standardly included in the Hospice benefit.

*Comments:*

|   |  |  |  |
|---|--|--|--|
| <b>INPATIENT PHYSICIAN'S CHARGES (POT 1) **</b> |  |  |  |
|   |  | <b>Inpatient Visits</b>  |  |
|   |  | Hospital Visit   | 80% after deductible      60% after deductible |
|   |  | Consultation   | 80% after deductible      60% after deductible |
|   |  | <b>Surgery</b>   |  |
|   |  | General  | 80% after deductible      60% after deductible |
|   |  | Male Sterilization (reversals not covered)   | 80% after deductible      60% after deductible |
|   |  | Dental Related to Accidents*   | 80% after deductible      60% after deductible |
|   |  | Cosmetic (specific medical conditions)   | 80% after deductible      60% after deductible |
|   |  | Congenital (to age 19)   | 80% after deductible      60% after deductible |
|   |  | Organ Transplants  | 80% after deductible      60% after deductible |
|   |  | TMJ includes Craniomandibular – No Option<br>(appliances, non-diagnostic and non-surgical services excluded) | 80% after deductible      60% after deductible |

\*Corporate Standard Dental Surgery Benefit does not include removal of soft tissue or partial bony impacted teeth.

\*\*If Medical/Surgical deductible option is selected, the plan deductible will not apply to inpatient hospital professional services.

*Comments:*

|   |  |   |  |
|---|--|---|--|
| <b>OUTPATIENT PHYSICIAN'S CHARGES (POT 2)</b> |  |   |  |
|   |  | Lab & X-ray   | 100%      60% after deductible   |
|   |  | Surgery   | 80% after deductible      60% after deductible                                 |
|   |  | Certain Diagnostic Procedures (Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan)  | 80% after deductible      60% after deductible                                 |
|   |  | Accident / Medical or Behavioral Health Emergency   | Pays as any other outpatient service      OON pays at in-network level         |
|   |  | Non-Emergency Care  | Pays as any other outpatient service      Pays as any other outpatient service |
|   |  | Speech & Hearing Therapy (paid AAOI) – No Option  | 80% after deductible      60% after deductible                                 |
|   |  | Radiation / Chemotherapy / Dialysis   | 80% after deductible      60% after deductible                                 |
|   |  | In-Vitro Fertilization* (paid AAOI – mandated offer) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(If "N" is elected, in-vitro is not covered) |  |
|   |  | TMJ includes Craniomandibular – No Option<br>(appliances, non-diagnostic, & non-surgical services excluded)   | 80% after deductible      60% after deductible                                 |

\* IMPORTANT: If in-vitro is covered, fertility drugs must be covered under the pharmacy benefit.

*Comments:*

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

**GROUP NAME / NUMBER: 245597**

| A/C/D  | Comment          | TYPE OF SERVICE   | IN-NETWORK   | OUT-OF-NETWORK                       |
|--|------------------|---|--|--------------------------------------|
|  |                  | <b>PHYSICIAN'S CHARGES IN THE OFFICE (POT 3)</b>  |  |                                      |
|  |                  | Lab & X-ray*  | 100% after \$25 / \$50 Copay                                   | 60% after deductible                 |
|  |                  | Office Visit*/ Consultation*  | 100% after \$25 / \$50 Copay                                   | 60% after deductible                 |
|  |                  | Office Visit / Consultation performed in a contracted Urgent Care Center***   | 100% after \$50 Copay  | 60% after deductible                 |
|  |                  | Office Services* (excluding surgery)  | 100% after \$25 / \$50 Copay                                   | 60% after deductible                 |
|  |                  | Allergy Injections without an Office Visit  | 80% after deductible   | 60% after deductible                 |
|  |                  | Surgery   | 80% after deductible   | 60% after deductible                 |
|  |                  | In-Vitro Fertilization**** (paid AAOI – mandated offer) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br><b>(If "N" is elected, in-vitro is not covered)</b> |  |                                      |
|  |                  | Speech & Hearing Therapy* (Paid AAOI) – No Option   | 100% after \$25 / \$50 Copay                                   | 60% after deductible                 |
|  |                  | Radiation Therapy*  | 100% after \$25 / \$50 Copay                                   | 60% after deductible                 |
|  |                  | Chemotherapy*   | 100% after \$25 / \$50 Copay                                   | 60% after deductible                 |
|  |                  | Certain Diagnostic Procedures (Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan)  | 80% after deductible   | 60% after deductible                 |
|  |                  | Accident / Medical or Behavioral Health Emergency   | Pays as any other office service; OON pays at in-network level |                                      |
|  |                  | Non-Emergency Care  | Pays as any other in-network office service                    | Pays as any other OON office service |
|  |                  | TMJ includes Craniomandibular – No Option<br>(appliances, non-diagnostic, & non-surgical services excluded)   | 80% after deductible   | 60% after deductible                 |
| <p>*One copay per day, per provider, for services performed in the office. The BlueChoice Basic product applies the copay to the office visit and consultation only. Copay does not apply to provider specialties 22 and 30.</p> <p>***Contracted urgent care centers only include professional provider types UB, UC, UD and BlueCard specialty 122.</p> <p>* ****IMPORTANT: If in-vitro is covered, fertility drugs must be covered under the pharmacy benefit.</p> <p>(Note: The following providers are considered as Primary Care Physicians: Internal Medicine, Family/General Practice, OB/GYN, Behavioral Health Practitioners and Pediatrician. If electing a higher copay for specialists, the higher copay applies to all providers other than Internal Medicine, Family/General Practice, OB/GYN, Behavioral Health Practitioners and Pediatrician, who will receive lower copay).</p> |                  |   |  |                                      |
|  | <i>Comments:</i> |   |  |                                      |
|  |                  | <b>INDEPENDENT LAB &amp; X-RAY PROVIDERS – Provider Type A4 (This includes specialties 22 &amp; 30 for this provider type)</b>  |  |                                      |
|  |                  | Independent Lab & X-ray*  | 100%   | 60% after deductible                 |
| *These providers should not bill with POT 1 (inpatient setting); they may file claims with POT 2, 3 or 5.  |                  |   |  |                                      |
|  | <i>Comments:</i> |   |  |                                      |
|  |                  | <b>PROVIDER CHARGES IN THE HOME (POT 4)</b>   |  |                                      |
|  |                  | <b>Home Infusion Therapy (HIT)</b> (Preauthorization required)  | 80% after deductible   | 60% after deductible                 |
|  | <i>Comments:</i> |   |  |                                      |
|  |                  | <b>OTHER SUPPLIERS</b>  |  |                                      |
|  |                  | Durable Medical Equipment   | 80% after deductible   | 60% after deductible                 |
|  |                  | <b>Ambulance</b>  |  |                                      |
|  |                  | Ground/Air  | 80% after deductible   |                                      |
|  |                  | Orthotics (medically necessary)   | 80% after deductible   | 60% after deductible                 |



**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

| GROUP NAME / NUMBER: 245597   |         |  |                       |                      |
|---|---------|--|-----------------------|----------------------|
| A/C/D   | Comment | TYPE OF SERVICE  | IN-NETWORK            | OUT-OF-NETWORK       |
|   |         | Prosthetics  | 80% after deductible  | 60% after deductible |
|   |         | <input type="checkbox"/> Hearing Aid (paid AAOI) no limit* <b>OR</b><br><input checked="" type="checkbox"/> Hearing Aid up to 1 per ear per 36-month period* | 80% after deductible  | 60% after deductible |
|   |         | <b>Telemedicine</b>  | Covered (Standard)    |                      |
|   |         | <b>Virtual Visit MDLIVE (standard offering)</b><br>Note: <b>Must mirror PCP office visit benefit</b><br>Medical & Behavioral Health<br><b>Medical</b>        | 100% after \$25 Copay | NA                   |
|   |         | Note: <b>Behavioral Health benefit must mirror benefit under Mental Health and Substance Use Disorder</b><br><b>Behavioral Health</b>                        | 100% after \$25 Copay | NA                   |
|   |         | Note: Behavioral Health Virtual Visit applies to MHP   |                       |                      |
| * Coverage is provided for medically necessary foot orthotics that are consistent with the Medicare Policy Benefit Manual (in accordance with Texas state mandate). |         |  |                       |                      |
| *Hearing aid replacement batteries not included in limit maximum.   |         |  |                       |                      |
| <i>Comments:</i>  |         |  |                       |                      |

|  |  |  |   |                |
|--|--|--|---|----------------|
|  |  | <b>PREVENTIVE CARE – FACILITY / PHYSICIAN CHARGES IN OUTPATIENT FACILITY &amp; OFFICE (POT 2 &amp; 3)</b> - Health Education/Counseling Services, Immunizations, Preventive Care Services, Routine Bone Density Test, Routine Breast Exam, Routine Colonoscopy, Routine Colorectal Cancer Screening-Lab, Routine Gynecological Exam, ACA Preventive Lab Procedures, screening and diagnostic Mammograms, Routine Pap Smears, Routine Physical, Smoking Cessation Counseling Services, Well Baby Care, Women’s Preventive Care (including, but not limited to: well-woman visits, certain FDA-approved contraception methods for women, female sterilization, breast feeding support, supplies and counseling). NOTE: If religious employer exemption/eligible organization accommodation applies, ACA federal mandates pertaining to coverage of certain women’s contraception methods and counseling with no cost sharing, may not be required. |   |                |
|  |  | Outpatient Visit (POT 2)*  | 100%  | 60% after ded. |
|  |  | Office Visit (POT 3)   | 100%  | 60% after ded. |
|  |  | ACA Preventive Lab (POT 2 & 3) – includes independent lab  | 100%  | 60% after ded. |
|  |  | Routine X-rays, routine lab, routine EKG, routine diagnostic medical procedures, routine digital rectal exam, routine prostate test (POT 2)  | 100%  | 60% after ded. |
|  |  | Routine X-rays, routine lab, routine EKG, routine diagnostic medical procedures, routine digital rectal exam, routine prostate test (POT 3)  | Other: 100% after \$25 PCP / \$50 SPC copay         | 60% after ded. |
|  |  | Routine X-rays, routine lab, routine EKG, routine diagnostic medical procedures, routine digital rectal exam, routine prostate test (POT 2)<br><b>(Independent Lab &amp; X-ray Providers -- Provider Type A4)</b>  | 100%  | 60% after ded. |
|  |  | Routine X-rays, routine lab, routine EKG, routine diagnostic medical procedures, routine digital rectal exam, routine prostate test (POT 3)<br><b>(Independent Lab &amp; X-ray Providers -- Provider Type A4)</b>  | 100%  | 60% after ded. |
|  |  | Immunizations – after the day of the 6 <sup>th</sup> birthdate   | 100%  | 60% after ded. |
|  |  | Immunizations – birth to the day of the 6 <sup>th</sup> birthdate – No Option  | 100%  | 100%           |
|  |  | <b>Routine</b> Vision Exams – does not include Vision Care benefits / Hardware   | Other: 100% after \$25 PCP / \$50 SPC copay         | 60% after ded. |
|  |  | <b>Routine</b> Hearing Exams   | Other: 100% after \$25 PCP / \$50 SPC copay         | 60% after ded. |
|  |  | <b>Women’s Preventive Services</b>   | Religious Employer Exemption: <u>Not Applicable</u> |                |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

|  |  |  |
|--|--|--|
|  | If religious employer exemption/eligible organization accommodation applies, ACA federal mandates pertaining to coverage of certain FDA-approved women’s contraception methods and counseling with no cost sharing, may not be required. |  |
|--|--|--|

\*Certain office visit procedure codes billed with POT 2, performed by provider types A1 (MD), A5 (clinic), AB (hospital employed physician), or BB (hospital based physician) are covered same as office visits billed in POT 3.

*Comments:*

|   |   |  |                      |
|---|---|--|----------------------|
| <b>PHYSICIAN’S CHARGES FOR PHYSICAL MEDICINE / OUTPATIENT FACILITY &amp; OFFICE (POT 2 &amp; 3)</b> |   |  |                      |
| <b>Physical Therapy (Includes physical, occupational and manipulative therapies)</b>                |   |  |                      |
|   | Office Visit  | Other: 100% after \$25 PCP / \$50 SPC copay  | 60% after deductible |
|   | All Other Services (Including Occupational Therapy) in the office             | 80% after deductible   | 60% after deductible |
|   | All Other Services (Including Occupational Therapy) in the outpatient setting | 80% after deductible   | 60% after deductible |
|   | Visit Maximum   | <input checked="" type="checkbox"/> 35 visit maximum per cal yr.<br><input type="checkbox"/> Other: explain: |                      |
| <i>Comments:</i>  |   |  |                      |

|  |   |
|--|---|
| <b>MENTAL HEALTH (Serious Mental illness (SMI) is Inclusive under Mental Health (MH)</b>   |   |
| The following are included for MH: Crisis Stabilization Unit or Facility, Residential Treatment Center and Partial Hospitalization Program (Psychiatric Day Treatment Center). | (Paid As Any Other Illness) – NO OPTION<br><br>Benefits require Pre-authorization, and when included for the treatment of Mental Health conditions, will be covered at the inpatient hospital facility benefit payment level, including any applicable limits, per Medical Necessity Criteria which provides guidelines for level of service, appropriate setting, pre authorization and concurrent review process. |
| <i>Comments:</i>   |   |

|  |   |
|--|---|
| <b>CHEMICAL DEPENDENCY (SUBSTANCE USE DISORDER)</b>  |   |
| The following are included for Chemical Dependency: Chemical Dependency Treatment Centers/Residential Treatment Centers and Partial Hospitalization Program (Day Treatment Center) | Paid As Any Other Illness - No Option<br><br>Benefits require Pre-authorization, and when included for the treatment of Chemical Dependency will be covered at the inpatient hospital facility benefit payment level, including any applicable limits, per Medical Necessity Criteria which provides guidelines for level of service, appropriate setting, pre authorization and concurrent review process. |
| <i>Comments:</i>   |   |

|  |                       |                        |
|--|-----------------------|------------------------|
| <b>PREAUTHORIZATION GUIDELINES</b>   | Patient Held Harmless | <b>Penalty Applies</b> |
| <b>Note:</b> For Wellbeing Management (WBM) and/or Health Advocacy Solutions (HAS) information, review the corresponding matrix.<br><br>For inpatient Facility services, the Blue Cross Blue Shield of TX or Host Blue’s Participating Provider is required to obtain preauthorization. If preauthorization is not obtained, the Participating Provider will be sanctioned based on the Blue Cross Blue Shield of TX or Host |                       |                        |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

|                  |  |  |  |
|------------------|--|--|--|
|                  | Blue's contractual agreement with the Provider; therefore, the member will be held harmless for the Provider sanction  |  |  |
|                  | Inpatient Admission  | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
|                  | Inpatient Admission / Partial Hospital Admission / RTC – Mental Health / Chemical Dependency   | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
|                  | Inpatient Admission – Maternity  | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
|                  | Outpatient Utilization Management (UM) – Certain services may require preauthorization; refer to the Member Benefit Booklet.   | Applies no penalty   | Applies \$250 penalty when applicable                          |
|                  | Home Health  | Yes  | Yes  |
|                  | Hospice  | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
|                  | Skilled Nursing Facility   | Preauthorization Not Required<br>(Recommended Clinical Review) | Preauthorization Not Required<br>(Recommended Clinical Review) |
|                  | Home Infusion Therapy  | Yes  | Yes  |
|                  | The following outpatient Mental Health/Chemical Dependency (Substance Use Disorder) services may require preauthorization.<br><ul style="list-style-type: none"> <li>- Applied Behavior Analysis (ABA)</li> <li>- Outpatient Electroconvulsive Therapy (ECT)</li> <li>- Psychological Testing *</li> <li>- Neuropsychological Testing *</li> <li>- Intensive Outpatient Programs (IOP)</li> <li>- Repetitive Transcranial Magnetic Stimulation (rTMS)</li> </ul> <p>*BCBSTX will notify the provider if preauthorization is required for these testing services.</p> | Yes  | Yes  |
| <i>Comments:</i> |  |  |  |

|  |   |
|--|---|
|  | <p><b>Benefits Value Advisor (BVA) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</b><br/> <b>– Provided at an additional cost –151+ Subscribers, APPROVED CBSR REQUIRED.</b></p> <p><b>CBSR case number:</b></p> <p><b>Standard Outbound Calling through AIM- WBM Enable WITHOUT the Vended Prior Authorization Buy up Off (OBCF)</b></p> <p><b>Expanded Outbound Calling</b><br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>a. <input type="checkbox"/> Advanced Imaging Outbound Call (UMGT, AIOC) Prerequisite: Advanced Imaging Prior authorization.</li> <li>b. <input type="checkbox"/> Musculoskeletal (UMGT, MSK) Prerequisite: Joint/Spine Surgery &amp; Pain Management Prior authorization.</li> <li>c. <input type="checkbox"/> Sleep Studies (UMGT, SLPS) Prerequisite: Sleep Studies Prior Authorization</li> </ul> |
|--|---|

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

|  |                  |  |
|--|------------------|--|
|  |                  |  |
|  | <i>Comments:</i> |  |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

| A/C/D            | NOTE | GENERAL INFORMATION SUMMARY  |  |
|------------------|------|--|--|
|                  |      | <b>Subrogation</b>   | Corporate Standard is Pay & Pursue   |
|                  |      | <b>Dependent Eligibility</b> (to age 26) – No Option   | Standard eligibility is to age 26 regardless of marital, student or employment status.   |
|                  |      | Grandchildren – No Option  |  |
|                  |      | Managing Conservator – No Option   |  |
|                  |      | Disabled Children – No Option  |  |
|                  |      | Automatic coverage for Newborn Care – 1 <sup>st</sup> 31 days – No Option  |  |
|                  |      | Congenital defects of newborn children – No Option   |  |
|                  |      | <input checked="" type="checkbox"/> Domestic Partners (please provide account’s clarification/definition)<br>Are domestic partners eligible for COBRA? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |
|                  |      | <b>Membership System</b> - BlueStar  |  |
|                  |      | <b>Membership Eligibility</b> – No Option  | As defined on BPA  |
|                  |      | Loss of other Coverage including: Medicaid, CHIP, termination of other plan coverage, exhaustion of COBRA benefits, reaching lifetime max, etc. – enrollment events – No option  |  |
|                  |      | <b>Membership Structure</b>  |  |
|                  |      | <input checked="" type="checkbox"/> Standard ID Requirements   | Explain:   |
|                  |      | IDs to be mailed to home address <input checked="" type="checkbox"/> Y <input type="checkbox"/> N  |  |
| <i>Comments:</i> |      |  |  |
|                  |      | <b>Maternity Eligibility for Dependent Daughters</b>   | Corporate Standard   |
|                  |      | <b>Post Delivery Care</b> – No Option  |  |
|                  |      | <b>Complications of Pregnancy for Dependent Daughters</b> – No Option  |  |
|                  |      | <b>External Appeals</b>  | Texas state process applies  |
|                  |      | <b>Filing Limitation</b>   | 1 year   |
|                  |      | <b>Coordination of Benefits (COB)</b>  | BCBSTX uses a standard Coordination of Benefits methodology called COB. The secondary Plan’s payment is reduced because of other insurance. For all dependents, the Birthday Rule applies.   |
|                  |      | <b>Medicare</b><br>(BCBSTX is Primary for 33 months from first Dialysis treatment / End Stage Renal Disease)   | Non Carve-Out is Standard.<br>Non Carve-Out Example: Total Charge: \$100<br>Medicare Allowed: \$80<br>Medicare’s Payment: \$64<br>BCBSTX Payment: \$16<br><br>BCBSTX does not pay more than Medicare’s allowed amount. If other, please explain: |
|                  |      | Retired employees > 65 Medicare is Primary   |  |
| <i>Comments:</i> |      |  |  |
|                  |      | <b>Enrollment Requirements</b>   |  |
|                  |      | Cancellations  | End of Month (in which the Employer notifies BCBSTX that the individual is no longer part of the group eligible for coverage under the Plan).  |
| <i>Comments:</i> |      |  |  |
|                  |      | <b>Limitations and Exclusions</b>  | <b>Standard Limitations and Exclusions Apply. Any deviations or additions to the standard limitation/exclusions must be approved by CBSR and noted in the comment section below. Attach copy of CBSR notes.</b>                                  |
| <i>Comments:</i> |      |  |  |

**NON-STANDARD MEDICAL BENEFIT MATRIX – INSURED**

Section H, Item 5.

| A/C/D | NOTE  | GENERAL INFORMATION SUMMARY                           |   |
|-------|---|---|---|
|       |   | <b>Benefit Booklet / Applications</b>                 |   |
|       | <input type="checkbox"/> Custom Booklet – Prepared by BCBSTX  |   | A completed Plan Administrative Form must be attached to the Matrix. Separate charge may be applicable.   |
|       | <input type="checkbox"/> Custom Applications / Enrollment Forms – Prepared by BCBSTX  |   | Separate charge may be applicable.  |
|       | <i>Comments:</i>  |   |   |
|       | Identity Theft Protection Service   |   | For insured accounts, this service is automatically provided. Identity Theft Protection services are provided by a third party vendor, and not HCSC employees, and the services may change or be discontinued at any time with or without notice. Identity Theft Protection currently provides credit monitoring, fraud detection, credit /identity repair and insurance to help protect members' information at no additional cost to the member. Members will need to individually enroll in the program in order to receive services, and the services may automatically end when the person is no longer an eligible member. The cost of services received after the person is no longer eligible will need to be paid by the person directly to the third party vendor |
|       | <i>Comments:</i>  |   |   |
|       | <p><b>Protected Practitioners</b> – The following practitioners are standardly recognized as protected practitioners by the plan. When required to furnish an item of service or supply described as Eligible Expenses under the Plan and when the practitioner is acting within the scope of his license and is appropriately certified, the practitioner is recognized as a covered practitioner. Any deviations must be noted in the comment section below.</p> <p>Doctor of Medicine, Doctor of Osteopathy, Doctor of Podiatry, Doctor in Psychology, Psychological Associates who work under the supervision of a Doctor in Psychology, Doctor of Optometry, Doctor of Chiropractic, Doctor of Dentistry, Licensed Audiologist, Licensed Speech-Language Pathologists, Licensed Clinical Social Worker, Licensed Dietician, Licensed Physical Therapist, Licensed Professional Counselor, Licensed Hearing Instrument Fitter and Dispenser, Licensed Chemical Dependency Counselors, Licensed Occupational Therapists, Advanced Practice Nurses (APNs), Physician Assistant (PAs), Nurse First Assistant (NFAs), Licensed Surgical Assistants, Licensed Marriage and Family Therapists, Licensed Acupuncturist (Note: Although acupuncturist has been added to the protected practitioner list as required by state mandate, BCBSTX does not standardly provide coverage of acupuncture services.)</p> |   |   |
|       | <i>Comments:</i>  |   |   |
|       |   | <b>Limitations and Exclusions from other Sections</b> | <b>Standard Limitations and Exclusions Apply. Any deviations or additions to the standard limitation/exclusions must be approved by CBSR and noted in the comment section below. Attach copy of CBSR notes.</b>   |
|       | <i>Comments:</i>  |   |   |

**Note: Some provisions have been indicated as “no option” or “mandated offers.” These notations are for “information only” purposes and should not be construed as an all-inclusive representation of all statutory requirements or TDI mandated provisions.**



**CITY OF CORINTH**  
**Staff Report**

|                         |  |               |                          |
|-------------------------|--|---------------|--------------------------|
| <b>Meeting Date:</b>    | 8/10/2023  | <b>Title:</b> | Employee Dental Coverage |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |                          |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                          |

**Item/Caption**

Consider and act on the acceptance of BlueCross BlueShield of Texas' proposal for City's employee dental insurance benefits for FY 2023-2024 and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

The City of Corinth solicited proposals for the City's employee dental insurance benefits for the 2023-2024 fiscal year. Two qualified proposals for medical insurance benefits were received during the Request for Proposals (RFP) process which closed on June 8, 2023.

After review and evaluation of benefits and proposed costs, our benefits consultant (HUB | IPS Advisors) initiated negotiations. The proposal from BlueCross BlueShield was the most advantageous option for dental insurance coverage. Moving the dental coverage from MetLife to BCBS provided the City with an additional 1% savings on the medical renewal. Although the plan design will be the same, the dental annual maximum benefit was raised to \$2,000. After negotiations, the proposal from BlueCross BlueShield of Texas represented a 13.8% increase of current rates. These rates are guaranteed until September 30, 2024.

**EMPLOYEE BENEFIT**

The City will continue The City will continue to fund 100% of the employee-only coverage premium cost. The City contribution for the dependent cost will continue at 69%.

Part Time (0.5 FTE) Employees Funding - City funding for the employee only coverage will continue to be 50% of the premium. The City funding for the dependent cost will continue to be 0%.

**Financial Impact**

When considering the expected census (in addition to the proposed new rates), the outcome is a total increase of \$19,631 for the 2023-2024 fiscal year over the 2022-2023 fiscal year budgeted rates.

**Applicable Owner/Stakeholder Policy**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of BlueCross BlueShield of Texas' proposal for City's employee dental insurance benefits for FY 2023-2024 as presented.



# City Of Corinth

Prospective Premium Projection  
for the period  
October 1, 2023 - September 30, 2025

**10/1/2023 FI Dental Proposal - BAFO**

*Presented by:*

*BCBSTX*

Blue Cross and Blue Shield of TX, a Division of Health Care Service Corporation, a Mutual  
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

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# City Of Corinth

Prospective Premium Projection  
for the period  
October 1, 2023 - September 30, 2025  
10/1/2023 FI Dental Proposal

## RATE DEVELOPMENT \*

### UCR Plan

|                                  | Lives      | Proposed |
|----------------------------------|------------|----------|
| Single                           | 65         | \$36.43  |
| Single + Spouse                  | 22         | \$73.24  |
| Single + Child(ren)              | 29         | \$77.03  |
| Family                           | 49         | \$124.97 |
| <b>HCSC &amp; Medicare Total</b> | <b>165</b> |          |

\* Rates quoted are net of any commission.

\*\* Rates shown are guaranteed for two (2) years; 10/1/2023 & 10/1/2024 effective dates.

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## City Of Corinth

Prospective Premium Projection  
October 1, 2023 - September 30, 2025  
10/1/2023 FI Dental Proposal

### CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSTX reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSTX also reserves the right to change the premium rates it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSTX's expenses or cost of plan administration.

HCSC is not providing a Minimum Value determination for any benefit plan design(s) at this time. After you have notified HCSC of your final benefit plan design selection(s) for the upcoming policy year or renewal period, a statement indicating whether each selected benefit plan design meets/does not meet Minimum Value standards will be included in the corresponding Summary of Benefits and Coverage document(s) provided by HCSC.

In order to obtain a proposal for a specific effective date, a complete proposal must be submitted at least 60 days (75 days for January 1st effective dates) prior to the requested effective date. If a complete proposal submission was received less than 60 days (75 days for January 1st effective dates) prior to the requested effective date, the actual quoted effective date may be adjusted to the following month.

BCBSTX reserves the right to take any or all of the following actions: 1) initial rates will be finalized for the effective date of the policy based on the enrolled participation and employer contribution levels; 2) after the policy effective date the group will be required to maintain a minimum Employer contribution of 50%, and at least a 75% participation of eligible employees. In the event the group is unable to maintain the contribution and participation requirements, rates will be adjusted accordingly; and/or 3) non-renew or discontinue coverage unless the 50% minimum employer contribution is met and at least 75% of eligible employees have enrolled for coverage.

For groups with <75% final enrolled participation

Rates will be adjusted in accordance with the final participation level and quoted rate factor as follows:

Final Participation Level is 71% to 74.9%: Factor to be applied to quoted rates will be 1.05  
Final Participation Level is 61% to 70.9%: Factor to be applied to quoted rates will be 1.10  
Final Participation Level is 51% to 60.9%: Factor to be applied to quoted rates will be 1.25  
Final Participation Level is 41% to 50.9%: Factor to be applied to quoted rates will be 1.35  
Final Participation Level is 25% to 40.9%: Factor to be applied to quoted rates will be 1.50  
Final Participation Level is <25%: Factor to be applied to quoted rates will be 2.50

Calculation of Participation %:  $\text{Actual Enrollment} / \text{Total Eligible} = \text{Participation \%}$

Note: Waivers will no longer be considered when determining participation %.

Employer Groups will be expected to solicit enrollment and determine participation, adjust quoted rates accordingly as described above, and re-enroll employees as necessary using the revised rates. However, if the number of eligible employees at the time of sale varies significantly (+/- 10% or more) from the number of eligible employees quoted, then underwriting reserves the right to revise the initial rate offering based on the revised census of eligible employees in addition to the corresponding participation adjustment factor from the table above.

Submission of the most recent quarterly Wage & Tax Form will be required for all Previously Uninsured Groups at the time of implementation and should be included along with the enrollment paperwork in order to validate the total eligible enrollment for the participation calculation.

Groups must submit enrollment applications 30 days prior to their effective date (45 days for January 1st effective dates) and final participation must be established and verified. If all applications are not received 30 days prior to the proposed effective date (45 days for January 1st effective dates), BCBSTX will delay the effective date by one month.

BCBSTX reserves the right to change premium rates when a substantial change occurs in the number or composition of subscribers covered. A substantial change will be deemed to have occurred when the number of subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty five percent (25%) or more over a ninety (90) day period.

As part of the pre-sale, sales, negotiation and implementation processes, Blue Cross and Blue Shield of Texas will perform a review of the employer's health benefits strategies. Included in this review will be assessments of whether the employer's strategy requires any customization that may lead to additional fees and charges.

Throughout this process, items may be discovered that warrant review in more detail when assessing the full scope of the employer's benefits strategies. With that in mind, there are specific services that may require the employer pay additional fees and charges, depending on the level of customization. These services include, but are not limited to: custom plan designs and benefits, third party vendor arrangements, file transfers for import or export of data, ad hoc reporting and analytics and custom processes, adjudication workflows and services.

Rates are projected to be effective for the 12-month period beginning on the effective date indicated.

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Not for use or disclosure outside BCBSTX, Employer, their respective affiliated  
companies and third-party representatives, except with written permission of BCBSTX.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
an Independent Licensee of the Blue Cross and Blue Shield Association

**City Of Corinth**  
**Prospective Premium Projection**  
**October 1, 2023 - September 30, 2025**  
**10/1/2023 FI Dental Proposal**

**CONDITIONS AND CAVEATS**

Final rates may vary based on actual enrollment results.

This quote is not a guarantee of issuance.

Offer assumes the contract situs will be in Texas.

Unless otherwise indicated, proposal offers assume standard BCBSTX administration practices, Managed Care programs, membership, eligibility definitions, claims processing, networks, and contract provisions will apply. Non-standard benefits are subject to review by, and contingent upon approval of, internal operational areas. Insured benefits must comply with applicable state mandates. Any costs associated with special services or custom materials provided by BCBSTX will be supplemental billed separate and apart from the rates outlined.

The total annual premiums are based upon the total current enrollment and contract distribution as indicated.

If the enrollment or contract distribution varies by more than 10% in total or in each coverage independently, we reserve the right to re-rate.

Annual open enrollment.

Upon inquiry from employer groups, BCBSTX will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBSTX in connection with the employer's policy or contract with BCBSTX.

This proposal assumes the group contract will be issued in Texas. In addition to the benefits stated herein, benefits for covered persons who reside outside of Texas will conform to all Extraterritorial requirements of those states.

Insurance regulations require carriers to determine whether an employer is subject to Chapter 26, Texas Insurance Code. This proposal is made on the condition you are not a Small Employer as defined in Chapter 26. A proposal to a Small Employer would have to contain specific contractual elements and mandated insurance plans not contained in this proposal. Should it be determined you were a Small Employer, this proposal and any Dental insurance contract issued to you, shall be null and void.

Blue Cross and Blue Shield of TX, a Division of Health Care Service Corporation, a Mutual  
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSTX  
Not for use or disclosure outside BCBSTX, Employer, their respective affiliated  
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## City of Corinth

Effective: 10/1/2023 - 9/30/2024

**The following is a listing of common services available through your BlueCare Dental PPO network. The member's share of the cost is determined by whether care is received from a contracting or non-contracting provider.**

This information only provides highlights of this program. Please refer to the BlueCare Dental Certificate for additional benefit information. *Passive PPO's provide identical benefits for 'contracting' and 'non-contracting' providers.*

### DENTAL BENEFIT HIGHLIGHTS

| Program Basics   | Contracting Provider  | Non-Contracting Provider* UCR 90th                                  |
|--|---|---|
| <b>Benefit Period Maximum: Calendar Year</b>                         | \$2,000.00  | \$2,000.00  |
| <b>Deductible: Calendar Year</b>                                     | \$50.00 Individual<br>\$150.00 Family                               | \$50.00 Individual<br>\$150.00 Family                               |
| <b>Three Month Deductible Carryover Applies</b>                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| <b>Prior Carrier Deductible Credit Applies</b>                       | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <b>Services</b>  |   |   |
| <b>Diagnostic Services (Deductible does not apply)</b>               |   |   |
| Periodic oral evaluations  |   |   |
| Problem focused oral evaluations                                     | 100%  | 100%  |
| Comprehensive oral evaluations                                       |   |   |
| <b>Preventive Services (Deductible does not apply)</b>               |   |   |
| Prophylaxis (cleanings)  | 100%  | 100%  |
| Topical fluoride applications  |   |   |
| <b>Diagnostic Radiographs (Deductible does not apply)</b>            |   |   |
| Full-mouth and panoramic films                                       |   |   |
| Bitewing films   | 100%  | 100%  |
| Periapical films   |   |   |
| <b>Miscellaneous Preventive Services (Deductible does not apply)</b> |   |   |
| Sealants   | 100%  | 100%  |
| Space maintainers  |   |   |
| <b>Basic Restorative Dental Services</b>                             |   |   |
| Amalgams   | 80%   | 80%   |
| Resin-based composite restorations                                   |   |   |
| <b>Non-Surgical Extractions</b>                                      |   |   |
| Removal of retained coronal remnants                                 | 80%   | 80%   |
| Removal of erupted tooth or exposed root                             |   |   |
| <b>Non-Surgical Periodontic Services</b>                             |   |   |
| Periodontal scaling and root planing                                 | 80%   | 80%   |
| Full-mouth debridement   |   |   |
| Periodontal maintenance procedures                                   |   |   |



**Adjunctive Services**

|                                    |     |     |
|------------------------------------|-----|-----|
| Palliative treatment (emergency)   | 80% | 80% |
| Deep sedation / general anesthesia |     |     |

**Endodontic Services**

|  |     |     |
|--|-----|-----|
| Therapeutic pulpotomy and pulpal debridement | 80% | 80% |
| Root canal therapy                           |     |     |
| Apexification/recalcification                |     |     |

**Oral Surgery Services**

|  |     |     |
|--|-----|-----|
| Surgical tooth extractions                             | 80% | 80% |
| Alveoloplasty and vestibuloplasty                      |     |     |
| Excision of benign odontogenic tumor/cyst              |     |     |
| Excision of bone tissue                                |     |     |
| Incision and drainage of an intraoral abscess          |     |     |
| (Bony impactions typically covered under medical plan) |     |     |

**Surgical Periodontal Services**

|  |     |     |
|--|-----|-----|
| Gingivectomy or gingivoplasty and gingival flap procedures |     |     |
| Clinical crown lengthening                                 |     |     |
| Osseous surgery  | 80% | 80% |
| Osseous grafts   |     |     |
| Soft tissue grafts/allografts                              |     |     |
| Distal or proximal wedge procedure                         |     |     |

**Major Restorative Services**

|                             |     |     |
|-----------------------------|-----|-----|
| Single crown restorations   |     |     |
| Inlay/onlay restorations    | 50% | 50% |
| Labial veneer restorations  |     |     |
| Crowns placed over implants |     |     |

**Prosthetic Services**

|  |     |     |
|--|-----|-----|
| Complete and removable partial dentures                                      |     |     |
| Denture reline/rebase procedures   |     |     |
| Fixed bridgework   | 50% | 50% |
| Prosthetics placed over implants   |     |     |
| Implants Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |     |     |

**Misc. Restorative & Prosthetic Services**

|   |     |     |
|---|-----|-----|
| Prefabricated crowns                                  |     |     |
| Recementations  | 50% | 50% |
| Post and core, pin retention and crown/bridge repairs |     |     |
| Adjustments   |     |     |

**Orthodontics (Deductible Waived)**

|   |     |     |
|---|-----|-----|
| Orthodontic Diagnostic Procedures and Treatment:  | 50% | 50% |
| Adults eligible Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>             |     |     |
| Dependent Children eligible Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |     |     |
| Age Limitation 19   |     |     |

|   |                   |                   |
|---|-------------------|-------------------|
| <b>Lifetime Maximum Benefit per Participant</b> | <b>\$1,000.00</b> | <b>\$1,000.00</b> |
|---|-------------------|-------------------|

# BlueCare<sup>®</sup> Dental

**PPO - UCR Plan**

Section H, Item 6.



BlueCross BlueShield of  
Texas

## Insured: Coordination of Benefits

Birthday rule applies

Non-duplication of benefits (COB):

Yes (all benefits combined not to exceed benefits of this program)

No (standard - all benefits combined not to exceed total charges)

Claim filing time limit:

Within 365 days of the date of service

End of the year following the year of service

Two years from the date of service

Other (explain in additional provisions section below)

**Additional Provisions:** Changes from standard to non-standard benefits (with CBSR / AdHoc approval). Account Structure changes, i.e., new group & section numbers. Also, indicate renewal benefit changes and the effective date of that change.

**BlueMax Advantage - Available only for 151+**

**Transfer-in (Takeover Credit):**  Yes  No : \$ *enter amount and services being Transferred-In*

## Missing Tooth Exclusion applies:

**Yes**

An exclusion applies to expenses involving the replacement of teeth that were missing prior to the effective date of coverage, except when a participant has had continuous coverage for the following number of months under a group dental care contract with BCBSTX, a previous group dental contract or a combination of the two. Plans must include major services (prosthetic benefits)

24 months

99 months (exclusion permanently applies)

### Does exclusion apply to initial enrollees?

Yes (Same rules as above apply)

No (Initial enrollees receive immediate coverage)

**No Exclusion**

All teeth covered beginning on first day of coverage

## Enhanced Dental Benefit: Yes No

Enhanced Benefit allows groups to provide additional dental benefits to members with specific medical conditions. The group must also have their medical coverage through BCBS

### Select Covered Conditions:

Cardiovascular disease, Diabetes or Pregnancy (standard grouping)

Pre-Diabetes (requires standard grouping)

Additional benefit for one of the following:

- Scaling & Root Planing
- Periodontal Maintenance
- Cleaning

**Apply toward annual maximum:**  Applies  Does not apply

Additional Enhanced Benefit provisions require Division of Insurance and/or CBSR approval.

Any customization should be noted in the Additional provisions section.



Available with 1/1/2020 effective dates:

Preventive Services selected below will not apply to the annual maximum

- Diagnostic Services
- Preventive Services
- Diagnostic Radiographs
- Miscellaneous Preventive Services

Benefit Waiting Period -  No or  Yes (the information below is required per group requested)

**NOTE: If a benefit waiting period applies; Waiting period is waived for existing group dental plans and/or transfers group.**

Members must be continuously covered under this policy for [xx] months before being eligible for the following Covered Services:

- Oral surgery
- Endodontics
- Non-Surgical Periodontal Services
- Surgical Periodontal Services
- Major Restorative Services
- Prosthodontic Services
- Miscellaneous Restorative and Prosthodontic Services
- Orthodontic Services

\*Each time you need dental care you can choose to:

#### **See a Contracting Provider**

- Your out-of-pocket cost will generally be the least amount because BlueCare Providers have contracted to accept a lower Allowable Amount as payment in full for Eligible Dental Expenses
- You are not required to file claim forms
- You are not balance billed for costs exceeding the BCBSTX Allowable Amount for BlueCare Dentists

#### **See a Non-Contracting Provider**

- Your out-of-pocket cost may be greater because Non-Contracting Providers have not entered into a contract with BCBSTX to accept any Allowable Amount determination as payment for Eligible Dental Expenses
- You are required to file claim forms
- You are balance billed for costs exceeding the BCBSTX Allowable Amount
- Non-contracting provider reimbursement UCR 90th

#### **Employee Information**

- This is a general summary of your benefit design. Please refer to your benefit booklet for other details and for limitations and exclusions.
- The following eligibility provisions apply:
  - Dependent children are covered to age 26. Disabled dependent children can be covered beyond age 26.
  - Open enrollment - employees and/or dependents not presently covered may enroll for dental 31 days prior to the anniversary date.

When the course of treatment will be in excess of \$300, a predetermination request should be submitted to BCBSTX in advance of treatment.



# BlueCare<sup>®</sup> Dental

**PPO - UCR Plan**

Section H, Item 6.



**BlueCross BlueShield of  
Texas**

Enter Name

Group Executive Name and Title  
(Please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Enter Name

Agent of Record Name  
(Please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Enter Name

BCBSTX Representative Name  
(Please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# CITY OF CORINTH Staff Report

|                         |  |               |                 |
|-------------------------|--|---------------|-----------------|
| <b>Meeting Date:</b>    | 8/10/2023  | <b>Title:</b> | Contract   SPAN |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |                 |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                 |

**Item/Caption**

Consider and act on an Agreement with SPAN Inc., for services supporting older residents, residents with disabilities, veterans, and other general public, for fiscal year 2023-2024 and authorizing the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

SPAN is a local Denton nonprofit that provides transportation services to seniors, people with disabilities, and the public throughout the area. Through a partnership with Lake Cities, a federal grant was awarded to assist residents with receiving transportation services. SPAN offers these transportation services to seniors needing transportation for medical treatments, doctor/dentist’s appointments and trips to get prescriptions filled. Residents are also able to go shopping for necessities within the Lake Cities, visit the Lake Dallas Public Library, and attend the Lake Cities Seniors Program. SPAN also provides daily trips for Denton County Veterans to the Veterans Affairs hospitals in Dallas and Fort Worth.

The service was funded by CARES Act federal funding for transportation operations expenses, which allowed for 100% reimbursement from the federal government for operations expenses without the need for local funding match from the City as long as these funds are available. SPAN has informed the city that the CARES funding will be depleted by the end of December 2023.

To continue the transportation services, SPAN is requesting that the City agree to pay \$20.24 per trip. The projected trip count for the next fiscal year from January 1, 2024 – September 30, 2024 is 1,212. This would require a total contribution from the city of \$24,531. SPAN has agreed to notify the City if demand is higher than projected and amend the contribution amount if agreed to by both parties.

**Financial Impact**

Approval of this agreement would require funding of \$24,531 in Fiscal Year 2023-2024 from the City Manager’s Contingency Fund.

**Staff Recommendation/Motion**

Staff recommends approval of the agreement with SPAN as presented.

STATE OF TEXAS §

COUNTY OF DENTON §

## INTERLOCAL AGREEMENT FOR SERVICES

**THIS SERVICE AGREEMENT** ("Agreement") is entered into by and between Corinth, Texas ("CITY"), acting by and through its duly authorized designee and Span, Inc., ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The CITY or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

### RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of the SPAN's purposes and goals has a relation to the health and welfare of the citizens of the CITY; and
- WHEREAS,** the CITY is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the CITY recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the CITY desires to assist and provide public transportation to said citizens; and
- WHEREAS,** CITY desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, authorized under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for CITY on the terms and conditions set forth in this Agreement.
- NOW THEREFORE,** in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## **Article I Term**

1.01. This Agreement shall commence on October 1, 2023 ("Effective Date") and continue until September 30, 2024.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

## **Article II Service**

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to the CITY's residents who are sixty (60) years of age or older and persons with documented disabilities, or sixty-five (65) years or older and persons with documented disabilities when 5310 funds are used in support of this Agreement ("Riders").

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/CITY transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the CITY's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party, if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Riders may schedule a ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

## **Article III Schedule of Work**

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial

status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The CITY shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the CITY appointed designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

## **Article IV Compensation and Method of Payment**

4.01 SPAN received CARES Act federal funding for transportation operations expenses, which allows for 100% reimbursement from the federal government for operations expenses without the need for local funding match from the CITY as long as these funds are available (the funds are expected to be fully depleted by 1Q24). SPAN's demand response transportation will be provided to the CITY without fee until CARES Act funding is expended.

4.02. After CARES Act funding has been depleted, the CITY agrees to pay a reasonable fee for service of \$20.24 per trip. The projected trip count for January 1, 2024 – September 30, 2024 is 1,212 with an annual FY 2024 CITY contribution of \$24,531. Riders shall pay SPAN a price per one-way trip of Three Dollars (\$3.00), to be collected by SPAN at the time of such trip.

4.03. The Fee is based on an average of approximately One Hundred Thirty-Five (135) one-way trips per month. If fewer than One Hundred Thirty-Five (135) one-way trips are used in any given month, the accrued trips shall continue to roll forward monthly until the end of this Agreement.

4.04. SPAN will notify and work with CITY if demand is higher than projected and amend the contribution amount if agreed to by both parties of the AGREEMENT. SPAN will report trip purposes to the CITY and respond to CITY requests if the CITY decides to only fund certain trip purposes.

4.05. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance, or provider.

4.06. If an otherwise eligible Rider contacts SPAN for service and the Rider's trip does not qualify for payment by the CITY under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty Dollars and Twenty-Four Cents (\$20.24) per one-way trip, which is to be collected by SPAN at the time of such trip.

## **Article V**

### **Devotion of Time, Personnel, and Equipment**

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should CITY require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by CITY unless otherwise agreed to in writing.

5.03. The CITY shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

## **Article VI**

### **Miscellaneous**

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.04. Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall submit such dispute to non-binding mediation, prior to any litigation being filed.

6.05. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.06. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.07. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.08. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the CITY's immunity under state or federal law.

6.09. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for CITY:  
Scott Campbell  
City Manager  
Corinth, Texas  
3300 Corinth Pkwy  
Corinth, Texas 76208  
940-498-3200 - Main

If intended for SPAN:  
Michelle McMahan  
Executive Director

Span, Inc.  
1800 Malone Street  
Denton, Texas 76201  
940-382-2224 - Office

**6.10. Insurance.**

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to SPAN' s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN' s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide CITY, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to CITY for cancellation of the insurance.

(3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to CITY of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing



the required insurance shall be submitted prior to commencement of services and upon request by CITY.

**6.11.** In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY. It is expressly understood that the CITY assumes no operational supervision, control or oversight to the services provided under this Agreement. CITY does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

**6.12. Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**6.13. Confidentiality Clause.** Subject to the requirements of the Texas Public Information Act or as required by Court order, both Parties agree to endeavor to take all reasonable measures to keep in confidence the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third Party without the prior written consent of the Party providing the

information except as required by the Texas Public Information Act or Court order.

6.14. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.15. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CORINTH, TEXAS

By: \_\_\_\_\_  
Scott Campbell, City Manager

ATTEST:

By: \_\_\_\_\_  
Lana Wylie, Secretary

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

SPAN, INC

By: \_\_\_\_\_  
Michelle McMahon, Executive Director

**EXHIBIT A  
SERVICE AREA**

*All of Denton County.*

**EXHIBIT B  
TRANSPORTATION POLICIES AND PROCEDURES**

Attached as separate document, which may be amended from time to time.