

Presenting to Commissioners Court

John D. Willome <jwillome@goodsamfbg.org>

Thu 6/15/2023 4:32 PM

To:Pansy Benedict <pbenedict@gillespiecounty.org>

Hi, Pansy. Would you ask the Judge if it might be possible to give the court my annual summary of the Good Samaritan Center's activities at a meeting?

Thanks.

John



CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Joseph "Joe" Moody
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Gonzalo Rios
Honorable Missy Medary
Honorable Valerie Covey

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

June 1, 2023

The Honorable Daniel Jones
Gillespie County Judge
Via Email: djones@gillespiecounty.org

Dear Judge Jones:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Gillespie County a formula grant in the amount of \$30,129. The **FY23 Formula Grant Statement of Grant Award** is attached. **This Statement of Grant Award includes special conditions. Please note that we cannot disburse funds until these conditions have been met.** The resolution adopted by the Commissioners Court and submitted with the application is considered your county's acceptance of the grant terms.

Formula Grant awards over \$25,000 will be disbursed in quarterly payments beginning June 2023. Please note that the first and second quarter payments may be combined.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I commend Gillespie County for its efforts in these areas. If you have any questions or need clarification about the Commission's grant programs, please reach out to the TIDC Funding Team at Grants@TIDC.Texas.Gov or 1-866-499-0656.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Cc: mschneider@gillespiecounty.org



TEXAS INDIGENT DEFENSE COMMISSION

Statement of Grant Award FY23 Formula Grant

Date Issued:	June 1, 2023
Grant Number:	212-23-086
Grantee Name:	Gillespie County
Program Title:	Formula Grant Program
Grant Period:	10/01/2022-9/30/2023
Grant Award Amount:	\$30,129

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Grant Calculation:

- The sum of \$15,000 plus;
- A calculation applied to the funds budgeted for FY2022 formula grants by the Commission based:
 - 50 percent on the County's percent of state population; and
 - 50 percent on the County's percent of statewide FY 2021 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements contained in the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the FY23 Formula Grant Program Request for Applications issued in September 2022, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

Special Grant Conditions:

The grant officials understand that they must satisfy all special conditions placed on this grant if indicated below before receiving any funds:

- The County's County Clerk must submit the reports necessary to be in compliance as of August 31, 2022 with reporting requirements promulgated by the Texas Judicial Council and reports required under Chapter 36 of the Texas Government Code.
 - If you have any questions about the missing reports, please reach out to Grant Specialist, Dorian Torres at DTorres@tidc.texas.gov for guidance.

COUNTY OF GILLESPIE

John Sandstedt
Facilities Manager



101 W. Main, Unit #4
Phone: 830/992/2604
Fax: 830/992/2608

Fredericksburg, Texas 78624

June 21, 2023

Estimates for Library

Replace 5 ton A/C

Going with K & K Heating and Cooling \$11,693.00

72 Degrees Air Conditioning & Heating \$13,813.00

**K & K HEATING AND COOLING, LLC
71 EMERALD LOOP
FREDERICKSBURG, TEXAS 78624
830-456-4497
k&kheatingandcooling@beecreek.net**

**Keith Kozielski
TACLB: 26800C**

**County of Gillespie
Re: Pioneer Memorial Library**

Proposal: Material and labor to install one Carrier 5 ton 3 phase ac with 15 KW electric heat. New auxiliary drain pan with water safety switch. Existing refrigerant lines, drain line, duct work and electrical will be adapted to the new system.

Total price: \$ 11,693.00

Warranty: 1-year parts ; 1-year labor and 5-year compressor.

Price valid for 30 days.

Regulated by Texas Department of Licensing and Regulation
P. O. Box 1157, Austin, Texas 78711
1-800-903-9202 or 512-463-6599

Daniel Jones

From: Dan Rawn <dan@llcinvest.com>
Sent: Thursday, June 22, 2023 4:46 PM
To: Daniel Jones
Cc: Charles Olfers; fwells@austin.rr.com; Nick Harrison
Subject: The Oaks at Comanche Rock; Request for Preliminary Plat Extension

Dear Judge Jones,

I am requesting to be on the Commissioner's Court agenda for the June 26th meeting for an extension of the Preliminary Plat approval for The Oaks at Comanche Rock. With this request is also a request for a variance of the 6 month approval; since this request is 2 weeks late as the expiration date was June 12th. I had a misunderstanding with Mr. Wells on the timing and submission of our request for an extension.

We have been working diligently with Hill Country Underground Water District on the approval of our Water Availability Study and intended to be submitting for a Final Plat in May.

Respectfully,

Dan Rawn

Development Manager

561-592-0004

Comanche Rock Acquisitions, LLC

COUNTY DEPOSITORY CONTRACT

THE STATE OF TEXAS

COUNTY OF GILLESPIE COUNTY

This County Depository Contract is entered into by and between the **SECURITY STATE BANK AND TRUST, Fredericksburg, Texas**, a state banking corporation domiciled in the City of Fredericksburg, Gillespie County, Texas, which for brevity is hereinafter sometimes referred to as "BANK" or "DEPOSITORY", and **GILLESPIE COUNTY, TEXAS**, (the "COUNTY") by and through the Commissioners Court of said County as approved on this the 26th day of June, 2023, to be effective August 1st, 2023, and the Parties agree as follows:

I. Depository Bid Process

Whereas, the Commissioners Court of GILLESPIE COUNTY has published notices asking that sealed bids be submitted preparatory to the selection by the Commissioners Court of a County Depository Bank, as required by V.T.C.A., Local Government Code Sec. 116.021, said notice stating, among other things, that the Depository thus to be selected by the Commissioners Court shall be the Depository for County funds, money collected and held by any district, county, or precinct officer in GILLESPIE COUNTY, and funds belonging to any school district not selecting its own depository, as required under V.T.C.A., Local Government Code Chapter 116, and, that all funds to the credit of GILLESPIE COUNTY on deposit with the DEPOSITORY BANK for which the DEPOSITORY should furnish securities are:

- a. County funds, money collected and held by any district, county or precinct officer in the COUNTY;
- b. District Clerk and County Clerk Trust Funds and Registry Funds;
- c. Funds of governmental agencies authorized by law to be collected by the County Tax Collector, which the Tax Collector may collect and deposit as authorized by law in the COUNTY DEPOSITORY; and,
- d. Funds belonging to the Doss Consolidated Common School District (Doss CCSD).

And, that the selected DEPOSITORY BANK agrees to furnish any and/or all services upon which fees or interest rates are offered and upon the terms and conditions contained in the *Bid Proposal* of the BANK, as accepted by the Commissioners Court on June 12, 2023, a copy of which is attached hereto as **Exhibit "A"** and is incorporated herein by reference.

II. Depository Selection

Whereas, the SECURITY STATE BANK & TRUST, Fredericksburg, Texas, submitted its written bid in response to said notice, which was received by the Commissioners Court of Gillespie County, Texas, and entered upon its Minutes; and said Commissioners Court by its order accepted the *Bid Proposal* of the SECURITY STATE BANK & TRUST, and on June 26th, 2023, designated the BANK as COUNTY DEPOSITORY and as the DEPOSITORY for the funds hereinabove mentioned.

III. Term of Contract

Whereas, the BANK hereby accepts said designation as the DEPOSITORY for the public funds hereinabove mentioned and agrees to serve as such until sixty (60) days after the time fixed by law for the next selection of a Depository, which statutory time is presently four years with a two year extension if agreed upon by both parties, and which the parties hereto agree for the purposes of this Contract shall be four years, beginning August 01, 2023 until July 31, 2027, or until such time as a new bank has qualified as County Depository, whichever should sooner occur.

Provided, however, that the BANK shall be allowed to establish, on the basis of negotiations with the COUNTY, new interest rates and financial terms of the Contract that will take effect during the final two years of this four-year Contract if:

- a. the new financial terms do not increase the prices to the COUNTY by more than ten (10) percent; and
- b. the COUNTY has the option to use the initial variable interest rate option or to change to the new fixed rate or variable interest rate options proposed by the BANK.

If a timed deposit maturity extends beyond the expiration date of this Contract, the BANK will pledge sufficient securities required by law for public funds to provide for the maturity of the time deposit.

IV. Pledging of Securities

Whereas, the BANK desires to qualify as such DEPOSITORY by pledging securities with the Commissioners Court. The initial amount of securities pledged against COUNTY funds (including Trust Funds) shall be adequate to fully collateralize the funds of the COUNTY according to the laws of the State of Texas and shall continuously remain as such. To compensate for increases or decreases in COUNTY deposits, and fluctuation of market value of pledged collateral, the minimum market values of collateral will be 102% of COUNTY deposits.

Now, therefore, in consideration of the premises and for the purposes and upon the conditions herein stated, the BANK does hereby assign to and pledge to the COUNTY and the Commissioners Court thereof securities adequate to fully collateralize the funds of the COUNTY according to the laws of the State of Texas.

The amount of securities is subject to change as deposits fluctuate. Whenever the security provided shall be in excess of the amount required, the BANK shall notify the Gillespie County Treasurer and with the approval of Commissioners Court shall be permitted to release such excess.

When the funds on deposit with the BANK shall for any reason increase beyond the amount of security provided, the BANK shall:

- a. immediately pledge additional securities to the COUNTY to the extent that the security provided shall at no time be less than the total amount of COUNTY funds on deposit plus 2% with the BANK;
- b. immediately notify the Commissioners Court and County Treasurer of such action; and
- c. supply additional collateral at no cost to the COUNTY.

The provisions in this section will also apply to Doss CCSD with notification being made to the Doss CCSD's business manager.

V. CUSTODIAN of Pledged Securities

BANK, without expense to the COUNTY, has heretofore delivered or will immediately hereafter deliver to CUSTODIAN, FROST NATIONAL BANK, in San Antonio, Bexar County, Texas, collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the COUNTY deposited with the BANK. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by CUSTODIAN in trust so long as the depository relationship between the COUNTY and the BANK shall exist hereunder, and thereafter so long as deposits made by the COUNTY with the BANK hereunder, or any portion thereof, shall have not been properly paid out by the BANK to the COUNTY or on its order.

CUSTODIAN will accept said collateral and hold the same in trust for the purposes herein stated in accordance with the Holding of Securities Custodian Agreement between the COUNTY, BANK, and CUSTODIAN, dated June 26, 2023, a copy of which is attached hereto as **Exhibit "B"** and is incorporated herein by reference.

The pledge of securities herein mentioned is for the purpose of securing the faithful performance by said BANK of its duties as DEPOSITORY herein set forth.

The BANK shall have the right of substituting other securities for those herewith pledged, or any part thereof, provided the securities substituted meet the requirements of the law and this Contract and are approved by the COUNTY. In the event of a disagreement between the BANK and the COUNTY concerning the withdrawal or substitution of any of such securities, the CUSTODIAN shall not permit the withdrawal or substitution of any of such securities, unless and until ordered to do so by the judgment or order of a court of competent jurisdiction.

BANK shall be entitled to income on securities held by the CUSTODIAN, and CUSTODIAN may dispose of such income as directed by the BANK without approval of the COUNTY.

If the BANK shall faithfully do and perform all the duties and obligations devolving on it by law and pursuant to the terms of this County Depository Contract, and at the expiration of the term of this Contract as set forth hereinabove, turn over to the COUNTY all the funds, property, and other things of value coming into its hands as DEPOSITORY, then and in that event, this County Depository Contract is to be and become null and void and the securities above shall be returned to the BANK.

VI. Performance of BANK

Pursuant to the *Bid Proposal* of the BANK, as accepted by the Commissioners Court on June 12, 2023, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, the BANK as such DEPOSITORY hereby acknowledges itself duly and firmly bound for the faithful performance of all of the duties and obligations devolving by law upon it as such DEPOSITORY; that all funds deposited with it as such DEPOSITORY shall be faithfully kept by it as such DEPOSITORY and accounted for according to law; that with respect to the funds belonging to the COUNTY, or under its jurisdiction or control, the BANK will pay on presentation all checks, drafts, and electronic transmissions drawn upon or against the DEPOSITORY by the COUNTY, when sufficient funds are on deposit therewith. That said DEPOSITORY shall provide such services at such rates as set forth in said *Bid Proposal*; and shall pay such interest to the COUNTY in such amounts as set forth under the "Variable Interest Margin/Rate" provision in said *Bid Proposal*.

VII. Investments Outside BANK

The Commissioners Court reserves the right to direct the Gillespie County Treasurer to withdraw any amount of funds of the COUNTY that are deposited with the DEPOSITORY and that are not required immediately to pay obligations of the COUNTY, and to invest those funds in accordance with the laws of the State of Texas and the guidelines of the Investment Policy of Gillespie County, as may be amended from time to time.

Doss CCSD also reserves the right to make investments outside the DEPOSITORY in accordance with the laws of the State of Texas.

VIII. Default in the Performance as DEPOSITORY

Should the BANK default in the performance of any obligation or duty of the BANK under the terms of this County Depository Contract, or under Texas Statutory law or any law of the United States of America, then, in such event, the COUNTY shall have all the rights and duties of a "secured creditor" under Chapter 9 of the V.T.C.A. Business and Commerce Code and any other rights or remedies available under law.

Any suits arising out of or in any way connected with this County Depository Contract shall be tried in the County of Gillespie, State of Texas in any court therein having jurisdiction of the subject matter thereof.

IX. Witness

In testimony whereof, witness the signature of **SECURITY STATE BANK AND TRUST, Fredericksburg, Texas** on this the _____ day of _____, 2023, acting by and through its officers who are hereunto duly authorized by resolution of the Bank's Board of Directors, and

GILLESPIE COUNTY, TEXAS acting by and through its Commissioners Court, and pursuant to order of said Commissioners Court dated the 26th day of June, 2023.

**SECURITY STATE BANK AND TRUST
Fredericksburg, Texas**

By: _____
Dale Geistweidt, President

ATTEST: _____
Kay Stech, Chief Operations Officer

GILLESPIE COUNTY, TEXAS

By: _____
Daniel Jones, County Judge

ATTEST: _____
Lindsey Brown, County Clerk



SECURITY STATE BANK & TRUST

THE HILL COUNTRY'S BANK SINCE 1941

37 BUSINESS COURT

FREDERICKSBURG, TX 78624

GILLESPIE COUNTY, TEXAS

PROPOSAL- DEPOSITORY AND BANKING SERVICES

SECTION 4: FINANCIAL INSTITUTION QUALIFICATIONS

Creditworthiness

1. SSB&T agrees to submit an audited statement to the County each year. The most current annual financial statement is included. The most current Statement of Condition is included and can be found at: [Security State Bank & Trust | Statement of Condition](#)
2. SSB&T's most current Community Reinvestment Act (CRA) rating is included.
3. SSB&T's most current rating from Veribanc is included. SSB&T agrees to notify the County within 30 days of any change in any of these ratings.

Customer Service

1. For the past 82 years, SSB&T has endeavored to provide superior community banking services to Hill Country residents. Our longevity and years of proven dedication to service excellence have established a foothold for the bank in the 18 communities we serve. Our reputation in the market place is one of friendly, down-home banking combined with approachable, common sense bankers who provide competitive products and services. We strive to develop relationships with our customers and characterize our bank by saying "We are small enough to know you by name and yet large enough to handle all of your banking needs".

We "walk our talk" when it comes to customer service. While other banks have moved to automated customer service centers, at SSB&T you will find a friendly, well-informed banker answering the phone from 8:00 a.m. to 5:00 p.m. When a voice mail message is required, a personal call or email will be returned as soon as possible. We have developed a customer service driven culture with guiding principles and values. SSB&T has outlined written customer service standards with set deliverables for all officers and staff.

In the Fredericksburg community, SSB&T is often the choice of new customers moving into the area because we are well known as an established Hill Country based bank that can offer competitive products and services outside of the "Big Bank" environment.

A significant advantage to SSB&T's customer service is our Cash Management team of highly skilled, knowledgeable professionals and the expertise that is in place and on hand to assist Gillespie County. A proven working relationship is built on partnering to achieve mutual goals, confidence in products, services and staff and simplification in daily banking activities.

SSB&T strives to continue to not just meet but also exceed service expectations. We know it is important to remain proactive to anticipate needs and provide solutions for our customers. We endeavor to make banking simple and yet innovative so that clients find no complications with their daily banking transactions and, therefore, can focus on the important aspects of their business.

SSB&T's Mission Statement: ***"We Help Build the Communities We Call Home"***

2. Dale Geistweidt, Branch President and Consuelo Rivera, AVP/Branch Operations Officer along with their highly capable staff in Fredericksburg are available to provide support to the County. Kay Stech, Chief Operations Officer and Laura Kaderli-Stocks, VP/Operations at the Fredericksburg Operations Center are available at any time as well.
3. SSB&T strives to stay up to date with the latest technology/products that prove to be beneficial to our customers. With our core conversion in 2019, SSB&T has been able to utilize a more robust operating system, which also provides additional and continued enhancements for the County.
4. SSB&T is working with its core provider to provide enhancements to the Business eBanking product in 2023 and continues to actively review new products available.

5. SSB&T will waive all fees for the term of the contract. SSB&T will also pay the daily Texpool rate on the Investment Sweep Account. This rate will be reviewed every six months and may be lowered to pay the prior month's average Fed Fund rate. The Investment Sweep Account will never fall below the prior month's Average Fed Fund rate.
6. SSB&T agrees to this condition.
7. SSB&T has formed an Executive Leadership Team that meets monthly to review opportunities to enhance products and services in an effort to better service our customers.
8. SSB&T will meet with the County on an annual basis and will gladly schedule more frequent meetings as requested.
9. SSB&T has formal policies and procedures in place to protect our customers. Through our Business eBanking, the County can utilize our Positive Pay product to review and reject fraudulent items posting to any one of the County's accounts.

References

Kerr County (32+ years) Tracy Soldan County Treasurer (830)792-2276 tsoldan@co.kerr.tx.us	City of Fredericksburg (34+ years) Krista Wareham Director of Finance (830)997-7521 kwareham@fbgtx.org	Kerrville ISD (28+ years) Jarrett Jachade Interim Superintendent CFO (830)257-2200 jarrett.jachade@kerrvilleisd.net
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Depository Agreement and Service Agreements

1. A copy of all SSB&T's depository and service agreements are provided in the Cash Management, Remote Deposit Capture, and Positive Pay Folder.

Implementation Timeline

1. Since SSB&T is currently the depository for Gillespie County, there would be no delay in servicing the County's accounts

SECTION 5: REQUIRED BANKING SERVICES

Consolidated Account Structure with Sweep Mechanism

1. SSB&T has an internal sweep in which the funds are swept from one checking account into a separate sweep account (Investment Sweep Account) within SSB&T. The activity is reflected as individual debits and credits on the respective monthly statements. If the County wants to see the transactions on a daily basis, this can be done through the Business eBanking product. Only collected funds will be swept and the County will elect what collected balances to maintain in the account from which the funds are being swept. The Investment Sweep Account will be paid the daily Texpool rate. This rate will be reviewed every six months and may be lowered to pay the prior month's average Fed Fund rate. The Investment Sweep Account will never fall below the prior month's Average Fed Fund rate. Interest will be paid at month end to the Investment Sweep Account (Master Account).
2. Each Investment Sweep Account will be tied to a checking account but may have multiple accounts tied to each Investment Sweep Account.
3. Normally there is a minimum balance of \$25,000.00 that must be maintained in the Investment Sweep Account, but SSB&T will waive this minimum for the County.

4. Interest earned is credited to the Investment Sweep Account (Master Account) monthly. If more than one (1) account is swept into the Investment Sweep Account, there is only one interest amount. The interest is not broken down per account being swept.
5. The Investment Sweep Account will be paid the daily Texpool rate. This rate will be reviewed every six months and may be lowered to pay the prior month's average Fed Fund rate. The Investment Sweep Account will never fall below the prior month's Average Fed Fund rate.
6. Sweep activity is reported on a daily basis. Notices will generate daily but the County will have the option to turn this feature off if desired.
7. SSB&T does not offer any external sweep alternatives.
8. The sweep transaction is the last transaction of each day's processing.
9. The fee/charges in this contract will apply to any accounts opened, closed, or changed during this contract.
10. All fees are being waived for the term of the contract.

11. Type	Past 12 Months Avg	Current Rate
ECR	2.85%	4.9%
Interest Bearing Accounts	0.10%	0.10%
Money Market Accounts	0.10%	0.10%
Sweep MMMF (Investment Sweep)	2.85%	4.9%
Choice Money Market (Tiered Rate)		3.56% - 0.10%

Automated Cash Management Information Access

1. The County currently utilizes SSB&T's Business eBanking product which can be viewed real-time. Service capabilities include viewing and performing the following: account balances, balance reporting, ACH Origination, wires, positive pay, stop payments, account to account transfers, external transfers, view check/deposit images, e-statements, request documents, notify me alerts and reordering checks.
2. SSB&T currently retains 18 months' worth of history through Business eBanking. The County will have the capability to view and/or download statements and check/deposit images for the past 18 months. History past 18 months can be requested and obtained from SSB&T.
3. Cash Management users can create ACH reports, Positive Pay reports, sub-user reports and/or wire transfer reports.
4. The availability for prior day transactions is after 12:00 a.m. and the intra-day information is real-time.
5. SSB&T currently retains 18 months' worth of history through online banking. You have the capability to view and/or download statements and check/deposit images for the past 18 months. History past 18 months can be requested and obtained from SSB&T.
6. All of SSB&T's online sessions are secure by invoking the SSL (secured socket layer) protocol. Authorization is provided by the agreements signed by the County. The security module is set up by the County and maintained in the County's file. The County will set up all sub users to the system with a username and password. All Cash Management users will be authenticated through Out of Band Authentication (OOBA).
7. Technical support is available Monday through Friday, from 8:00 a.m. to 5:00 p.m. The technical support team is located at the Operations Center in Fredericksburg, Texas. Support is provided via phone or on-site.

Standard Collection and Deposit Services

1. SSB&T's current daily hours of operation are as follows:
 - a. Operations Center 8:00 - 5:00 p.m. – Monday through Friday
 - b. Branch - Main 9:00 - 3:00 p.m. – Monday through Thursday
9:00 – 5:00 p.m. Friday
 - c. Branch - Remotes 8:00 - 6:00 p.m. – Monday through Friday
 - d. Vault Main 9:00 - 3:00 p.m. – Monday through Thursday
9:00 – 5:00 Friday
2. All credits and debits are imaged and available online after 12:00 a.m.
3. No deposits are required to be made to a vault. Deposits can be made with any teller at the main office, any branch office, motor bank, or remote location.
4. Yes, the branch number, teller number and sequence number are stamped on the back of every transaction item coming into SSB&T.
5. SSB&T offers this type of program through the Cash Management product. The County will have the ability to make ACH payments and collections.
6. SSB&T does not require strapping currency or rolling coins, however, the bank prefers that all currency is bundled together and listed on the deposit slip. The coin should be listed as a separate total on the deposit slip.
7. There is no limit as to the number of deposits in one bag. Each deposit will need to have a deposit slip attached with the deposit, which will be handled as a separate advice. A tape of the checks being deposited is preferred.
8. Advices will be sent for adjustments due to encoding errors, charge back items, wires requested through Business eBanking, deposit corrections, and deposit receipts. Deposit receipts can be picked up with the bags or can be mailed. Other advices will be mailed to the address provided. An Image Replacement Document (IRD) will be mailed with the advice for charged back items.
9. This service is available through the Cash Management product.
10. There are no limits used for decisioning. The County will be called and SSB&T will be directed how to handle the discrepancy (as done currently).
11. A notice along with the Image Replacement Document (IRD) will be mailed to the County the next business day after the item has been charged back to the account.
12. SSB&T does not have a requirement on deposit bags used. SSB&T does have zipper bags and locked night depository bags available at no charge. A contract will need to be completed for the locked night depository bags.
13. Verification will occur at the time the deposit is received.
14. No advanced notice is required for coin and/or currency orders and they can be placed in person, by email or by phone. It will take a little time to get the order together so a call or email ahead of time is recommended.
15.

Fredericksburg Main Branch	Fredericksburg Motor Bank	Fredericksburg Remote
201 West Main Street	202 West San Antonio Street	1111 East Main Street
Fredericksburg, TX 78624	Fredericksburg, TX 78624	Fredericksburg, TX 78624
16. SSB&T currently does not offer any services in this area outside of the Remote Deposit Capture product.
17. An Image Replacement Document (IRD) will be mailed with the advice for items such as the charged back items to the County. This occurs the same day the item is being returned to SSB&T.

Remote Electronic Check Acceptance and Conversion

1. SSB&T's web-based Remote Deposit Capture (RDC) product includes scanning the checks and totals to SSB&T. The total will be confirmed using an adding machine tape interface. Images will be verified and an electronic deposit ticket will be made. The equipment needed by the County is a computer with an Internet connection, printer and scanner.
2. The final deposit cut-off time for Remote Deposit Capture (RDC) is 6:00 p.m.
3. SSB&T sets a risk dollar limit on the amount of total deposits submitted in a single business day. This dollar limit is determined based on the size of the County's largest total deposits in a single business day. SSB&T does not put a limit on the number of transmissions per day. If the dollar limit exceeds the authorized limit, the County would be contacted to verify the transaction and obtain approval.
4. If the County has a scanner, SSB&T will see if it is compatible with our system. If not, SSB&T will provide up to two scanners to the County at no cost.
5. Any additional scanners will need to be purchased by the County. Due to technical support, it is recommended the County purchase the scanner through SSB&T at cost. The cost of the scanner is approximately \$950.00 but will vary depending on the scanner size.

NSF and RCK Services (Re-presentation of Checks by ACH)

1. Items being returned to SSB&T due to NSF will be rerun. If presented a second time, the item will be charged back to the County's account. We can provide email notification the same day that the item is charged back.
2. The Image Replacement Document (IRD) and notice will be mailed to the County the day following the item being processed.
3. SSB&T currently does not have this capability.
4. SSB&T currently does not have this capability.
5. N/A

Standard Disbursing Services

1. Daily check clearing will be available after the evening update (by 12:00 a.m.) and maintained online for 18 months.
2. All items are imaged and truncated. Included with your monthly statement are front images of your deposit slips and checks. You may view front and back images through Business eBanking. All items being deposited may be viewed through SSB&T Business eBanking product per deposit.
3. SSB&T does cash all County checks for County employees free of charge. This is currently being handled in this manner for the County, whether they are a SSB&T customer or not.
4. SSB&T currently partners with a 3rd party vendor that can be used for a virtual card program.
5. SSB&T's Business eBanking and Cash Management products include the Bill Pay feature.
6. If there are exceptions, there is a period of one business day for the County to contact the bank to report the exception. SSB&T will assist in clearing the exception item as necessary.

Reconciliation and Positive Pay

1. It will be the responsibility of the County to either import a file or manually enter the issued checks into SSB&T's Positive Pay system. This will need to be completed no later than 6:00 p.m. for verification purposes. The Positive Pay fee of \$50/month and \$1.00 per EXCEPTION will be waived for the County.

2. Positive Pay input for manual checks is available online. The County is responsible for entering this information by logging into the Business eBanking system and manually keying the check's information or by utilizing the County's software to download the information to the system. The required information to enter is the date, check number, amount and the status of the check (issued, stopped or voided).
3. Yes, exception reporting and handling is managed online. Within Cash Management, the County will establish authorized users to have access to enter issued items, modify issued items and view reconciliation reports.
4. The Positive Pay exception information is available for review after 12:00 a.m. An email alert is not sent, but parameters can be set up by the County where an email notification will be sent alerting that there is a message from SSB&T. A message upon logging into Business eBanking will state that the exception report is ready for review.
5. 10:30 a.m. is the cutoff time for the County's exception decisions.
6. Yes, SSB&T offers Payee Positive Pay.
7. SSB&T does not review the exception items for errors.
8. Checks are not verified against the Positive Pay file before processing. The checks have to be processed and then will be compared against the positive pay file. SSB&T would hold the liability if a fraudulent check is cashed over-the-counter by SSB&T tellers.
9. SSB&T does not offer partial reconciliation services. The Positive Pay product provides a reconciliation tool that can be utilized by the County if elected to do so.
10. Reconciliation reports are available after 12:00 a.m. when night processing is done. They are maintained for a period of 18 months and can be downloaded. The reports do not produce an image of the check, but images can be viewed through Business eBanking.
11. Information and samples are provided in the Cash Management, Remote Deposit Capture, and Positive Pay Folder.

Wires and Internal Transfer Services

1. Wires may be initiated and monitored online through the Business eBanking Cash Management Product. A wire transfer agreement is required to be signed by the County to utilize this product.
2. Repetitive templates can be stored with no fee for template storage.
3. The County will determine the level of authorization it desires. The wire section of the Cash Management Product can be set up as directed by the County for both repetitive and non-repetitive wires.
4. Future dating of wires is available through the Business eBanking product with no limit as to how far in advance it could be set. The County would determine the date the wire would be processed.
5. Wires may be accessed through the Business eBanking product. Wires may also be handled in-person and by phone if a repetitive contract is on file. Incoming and outgoing wires will be processed/posted when received. The Wire Department may also be contacted by phone for any questions or verifications. The cut-off time for in-person, by phone or through Cash Management for international wires is 2:30 p.m. and for domestic wires is 3:30 pm.
6. SSB&T will allow the County to use the ledger balance for wires. If there is a special need to send a large wire prior to receiving a deposit, SSB&T will work with the County to send the outgoing wire. SSB&T does not charge for an intra-day overdraft.
7. Internal account transfers can be processed online through Business eBanking.
8. While there is no fee for internal transfers, the credit/debit items will have a per item fee which is included in the monthly analysis. The fee is \$0.30 per credit. The current posted fee for each debit is \$0.12, however, SSB&T will waive these fees within the analysis statement.

ACH Services

1. The County has the capability to submit individual transactions and batch files through SSB&T's Cash Management product.
2. Once SSB&T receives a returned item, the first presentment will be rerun and the second presentment will be charged back to the County as requested by the County. The County will be notified via phone, fax and/or through secure messaging within Business eBanking.
3. ACH items and files can be dated up to 45 days in the future.
4. Checks and ACH Debits/Credit can be blocked on an account through the bank's stop payment process.
5. If the County discovers that any initiated entry was made in error, it must notify SSB&T of the error within 24 hours. SSB&T will use reasonable efforts to initiate an adjusting error or stop processing of any "on-us" entry. The County may also initiate a reversal file to correct the entry(s) within five business days of the settlement.
6. No, this information is available upon request. No additional access is required.
7. Pre-noting is available with no additional fee.

Safekeeping Services

SSB&T would propose using our correspondent Frost Bank, San Antonio, Texas.

1. Trade monitoring is available online. Included is the Frost Bank Safekeeping Agreement and the Safekeeping Fees disclosure.
2. SSB&T is a member of Federal Reserve Bank.
3. Online information is available for securities with Frost Bank. SSB&T would propose the County open a safekeeping account with Frost. SSB&T would allow the County to settle any purchases of securities through our account with Frost. The County would need to advise SSB&T of the purchase the day before settlement in order for us to advise Frost of the settlement.
4. Charges, for the County's safekeeping account with Frost Bank, would be hard charged through SSB&T's account and then passed on to the County. The County would need to provide SSB&T "view only" access in "Safekeeping Online" to the County's safekeeping account.
5. Notification will be available online with Frost Bank and will be sent on all transactions the next business day.
6. The cutoff time is 4:00pm. Frost Bank does have a late instruction fee of \$25.00.

Collateral Requirements

- a) SSB&T agrees to all collateral conditions. All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times. SSB&T will perform monitoring and maintaining of collateral margin requirements.
- b) SSB&T utilizes a letter of credit with Federal Home Loan Bank and will issue a Custodial Letter of Credit to the County.
- c) There are no collateral charges.
- d) A copy of the agreement is included.

Account Analysis

1. SSB&T will provide statements timely as requested. A sample analysis statement is included.
2. The analysis statement is available online the next business day after the last business day of the month.
3. Account analysis statements will be available the next business day after the last business day of the month and will be maintained for 18 months online.

Monthly Statements

1. A sample statement is included.
2. Statements will be available online the next business day after the last business day of the month.
3. Statements are available in both paper and electronic format.
4. Statements will be maintained online for a rolling 18 months.

Account Executive

1. Support for day-to-day issues will be handled at the Fredericksburg Main office. The County may also contact the Fredericksburg Operations Center anytime for additional assistance.
2. Consuelo Rivera, AVP/Branch Operations Officer – Fredericksburg Office (830)990-7735
Dale Geistweidt, Chief Lending Officer/Branch President – Fredericksburg Office (830)997-7575
Kay Stech, SVP/Chief Operations Officer – Fredericksburg Operations Center (830)990-7701
Laura Kaderli-Stocks, VP/Operations (830)990-7703
3. SSB&T representatives will meet with the County Treasurer annually and/or as requested by the County.

Overdrafts

1. SSB&T will take into consideration the County's total deposits to determine if an overdraft would exist. SSB&T will work with the County to get any overdrafts cleared within 24 hours without any charges.

Stop Payments

1. The County may put a stop payment on their account through Business eBanking, in person, fax or phone (no signature will be required if placing the stop payment via Business eBanking). The item will hit the County's account and will be returned the following day.
2. Stop payments will remain in effect for six months for a check and indefinitely for ACH items. If at any time the County wants the stop payment removed, they may do so by contacting SSB&T via phone, letter, fax or in person. Stop payments can be handled through Business eBanking for checks only.
3. The County may contact SSB&T by phone, Business eBanking, fax, letter or in person to either cancel or renew the stop payment.
4. There is no fee for stop payment renewals.
5. To guarantee a stop payment, the County must request a stop payment no later than one business day before the item hits the account. SSB&T will work with the County to return same day items when notified in a timely manner.
6. Once SSB&T receives the stop payment, it will be verified against the account to ensure the check has not already cleared the account.

Company Banking

1. SSB&T offers several accounts for County employees including our Free Checking.

SECTION 6: ADDITIONAL SERVICES

Merchant Services

The Merchant Services Department offers a variety of services to include:

- Stand Alone Point of Sale Terminal
- Computer Software
- Internet Processing
- Mobile Processing app for Smart Phones
- Dial Pay
- Credit Cards

Fraud Department

SSB&T has a dedicated Fraud Department that is available to assist with any fraud related issues/questions.

ATTACHMENT A
Proposed Bank Fees
Gillespie County

*Provide full information on all applicable fees
for the required services. Add as needed.*

2023

	MONTHLY AVERAGE	PROPOSED FEE	EXTENDED FEE	NOTES
Daily Ledger Balance	37,016,705			*ALL FEES WILL BE WAIVED FOR
BALANCE BASED FEE		n/a		THE TERM OF THE CONTRACT
ACCOUNT MAINTENANCE	40	12.0000	480.00	
SPECIAL SIGNATURE		0.0400		
SWEEP MASTER		n/a		
SWEEP SUBSIDIARY		n/a		
CHECKS/DEBITS PAID	1,269	0.1200	152.28	
CHARGEBACK ITEMS	2	2.0000	4.00	
DEPOSITS/CREDITS	847	0.3000	254.10	
DEPOSITED ITEMS	4,325	0.0500	216.25	
BRANCH CREDIT POSTED		n/a		
CHANGE ORDER - NOTES		0.1000		
CHANGE ORDER - COIN		0.0500		
BRANCH ORDER PROCESSED		n/a		
BRANCH DEPOSIT ADJUSTMENT		n/a		
POSITIVE PAY MAINTENANCE		50.0000		
POSITIVE PAY PER ITEM		no fee		
POSITIVE PAY EXCEPTION		no fee		
CHECK DEPOSITED ON-US		0.0400		
CHECK DEPOSITED TRNSIT		0.0400		
DEPOSIT CORRECTION		0.0400		
RETURN ITEM		0.0400		
RETURN ITEM REDEPOSIT		0.0400		
STOP PAYMENT		25.0000		
STOP PAYMENT RENEWAL		25.0000		
WIRE INCOMING DOMESTIC		no fee		
WIRE-OUTGOING DOMESTIC	0	30.0000		
BALANCE REPORTING MO MAINT.		n/a		
ACCOUNTS REPORTED		n/a		
ACCOUNT TRANSFER ITEM		n/a		
TRANSACTIONS REPORTED		n/a		
ACH MAINTENANCE/ACCOUNT		no fee		

ACH INCOMING		0.0400		
ACH OUTGOING		0.1200		
ACH FILES		2.0000		
ACH RECEIVED		2.0000		
ACH ADDENDA		n/a		
RETURN NOTIFICATION		n/a		
FILE DELETION/REVERSAL		n/a		
ACH FILTER/BLOCK				

HOLDING OF SECURITIES CUSTODIAN AGREEMENT

THE STATE OF TEXAS

COUNTY OF GILLESPIE COUNTY

This Holding of Securities Custodian Agreement is entered into by and between the **SECURITY STATE BANK AND TRUST, Fredericksburg, Texas** and **FROST NATIONAL BANK, San Antonio, Texas** and **GILLESPIE COUNTY, TEXAS**, (the "COUNTY") by and through the Commissioners Court of said County on this the 26th day of June, 2023 to be effective August 01, 2023, and the Parties agree as follows:

I. CUSTODIAN of Pledged Securities

Whereas, SECURITY STATE BANK AND TRUST, which for brevity is hereinafter sometimes referred to as "BANK" or "DEPOSITORY", has this day executed and delivered to GILLESPIE COUNTY its County Depository Contract to secure the deposits with the BANK of the funds of said COUNTY, and said Contract having been duly considered and it appearing that the same is in due form and that it should be accepted;

Now, therefore, it is ordered by the Commissioners Court of GILLESPIE COUNTY, TEXAS, that said Contract is and the same is hereby approved and accepted;

And, be it further ordered that FROST NATIONAL BANK, which for brevity is hereinafter sometimes referred to as "CUSTODIAN", be and it is hereby designated as holder of the pledged securities described in Exhibit "A", attached hereto and made a part hereof by reference, or of any other securities pledged by the BANK in accordance with the terms of the County Depository Contract between the BANK and the COUNTY as approved on this the 26th day of June, 2023, to be effective August 01, 2023.

II. Disposition of Pledged Securities

BANK, without expense to the COUNTY, has heretofore delivered or will immediately hereafter deliver to CUSTODIAN, collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds (plus 2%) of the COUNTY deposited with the BANK. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by CUSTODIAN in trust so long as the depository relationship between the COUNTY and the BANK shall exist hereunder, and thereafter so long as deposits made by the COUNTY with the BANK hereunder, or any portion thereof, shall have not been properly paid out by the BANK to the COUNTY or on its order.

CUSTODIAN will accept said collateral and hold the same in trust for the purpose herein stated. It is agreed that said securities are so deposited with CUSTODIAN for the purposes and upon the terms and conditions as provided for in the applicable laws of the State of Texas covering the pledging of securities by the BANK as the DEPOSITORY for the purpose of securing:

- a. County funds, money collected and held by any district, county or precinct officer in the COUNTY;
- b. District Clerk and County Clerk Trust Funds and Registry Funds;
- c. Funds of governmental agencies authorized by law to be collected by the County Tax Collector, which the Tax Collector may collect and deposit as authorized by law in the COUNTY DEPOSITORY; and,
- d. Funds belonging to the Doss Consolidated Common School District (Doss CCSD)

The pledge of securities herein mentioned is for the purpose of securing the faithful performance by said BANK of its duties as DEPOSITORY.

The BANK shall have the right of substituting other securities for those herewith pledged, or any part thereof, provided the securities substituted meet the requirements of the law and this Contract and are approved by the COUNTY. In the event of a disagreement between the BANK and the COUNTY, concerning the withdrawal or substitution of any of such securities, the CUSTODIAN shall not permit the withdrawal or substitution of any of such securities, unless and until ordered to do so by the judgment or order of a court of competent jurisdiction.

BANK shall be entitled to income on securities held by the CUSTODIAN, and CUSTODIAN may dispose of such income as directed by the BANK without approval of the COUNTY.

III. Performance as DEPOSITORY

If the BANK shall faithfully do and perform all the duties and obligations devolving on it by law and pursuant to the terms of the County Depository Contract, and at the expiration of the term as set forth in such Contract, turn over to the COUNTY all the funds, property, and other things of value coming into its hands as DEPOSITORY, then and in that event, the County Depository Contract is to be and become null and void and the securities above shall be returned to the BANK.

Should the BANK default in the performance of any obligation or duty of the BANK under the terms of the said County Depository Contract, or under Texas Statutory law or any law of the United States of America, then, in such event, the COUNTY shall have all the rights and duties of a "secured creditor" under Chapter 9 of the V.T.C.A. Business and Commerce Code and any other rights or remedies available under law.

Any suits arising out of or in any way connected with said County Depository Contract shall be tried in the County of Gillespie, State of Texas in any court therein having jurisdiction of the subject matter thereof.

IV. Witness

In testimony whereof, witness the signature of **SECURITY STATE BANK AND TRUST, Fredericksburg, Texas** on this the _____ day of _____, 2023, acting by and through its officers who are hereunto duly authorized by resolution of the Bank's Board of Directors and attested and sealed with its corporate seal,

FROST NATIONAL BANK, San Antonio, Texas, on this the _____ day of _____, 2023, acting by and through its officers who are hereunto duly authorized by resolution of the Bank's Board of Directors and attested and sealed with its corporate seal, and

GILLESPIE COUNTY, TEXAS on this the _____ day of _____, 2023, acting by and through its Commissioners Court, and pursuant to order of said Commissioners Court dated the 26th day of June, 2023, and attested and sealed with its county seal.

**SECURITY STATE BANK AND TRUST
Fredericksburg, Texas**

By: _____
Dale Geistweidt, President

ATTEST: _____
Kay Stech, Chief Operations Officer

**FROST NATIONAL BANK
San Antonio, Texas**

By: _____

ATTEST: _____

GILLESPIE COUNTY, TEXAS

By: _____
Daniel Jones, County Judge

ATTEST: _____
Lindsey Brown, County Clerk



**Amendment Number 1 to CONTRACT
Between
GILLESPIE COUNTY, TEXAS
And
KOFILTE TECHNOLOGIES, INC.**

THIS AMENDMENT NUMBER ONE (the “Amendment”) to the October 27, 2022 **CONTRACT FOR PRE-PRESERVATION AND ARCHIVAL IMAGING OF HISTORICAL PROBATE CASE FILES** (the “Agreement”), between **GILLESPIE COUNTY, TEXAS** (hereinafter referred to as the “County”), and **KOFILTE TECHNOLOGIES, INC.**, (“Kofile”), is effective as of the last date signed below. Capitalized terms not herein defined shall have the same meaning as contained in the Contract.

WHEREAS, the County and Kofile entered into the Agreement for Kofile to provide Pre-Preservation and Archival Imaging Services to the County and pricing contained within the Agreement was based upon an estimate of the number of records determined before Kofile was in possession of all the records; and

WHEREAS, the parties agree the estimate of records was lower than the actual number of records, and the parties desire to Amend the Agreement to agree on the additional cost for the Services;

NOW, THEREFORE, in consideration of the premises, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

- A. The Agreement is hereby amended to reflect a total cost of \$686,859.41. This amount reflects an original contract amount of \$555,526.22 plus \$191,060.10 additional charges based on actual page counts, less a customer discount of \$59,726.91 (32% of the additional charge).
- B. The Agreement is hereby further Amended to extend the annual payments from four (4) years to five (5) years. The parties acknowledge the Year 1 payment has been made and Years 2-5 payments are hereby amended to the amount of \$136,994.46 annually.
- C. The County reports the purchase via the Texas SmartBuy System, <txsmartbuy.com/> . Kofile will prepare a “cart” that may be shared with the County to assist in the process.

Except to the extent expressly modified herein, all of the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

* * * * *



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first written above.

KOFILE TECHNOLOGIES, INC.

Michael Hill
CRO

Date

GILLESPIE COUNTY, TEXAS

Honorable Daniel Jones
Gillespie County Judge

Date

CDBG-MIT MOD Allocation Correction

Claudia Mora <CMora@aacog.com>

Thu 6/15/2023 8:04 AM

To: Mark Stroehrer <mstroehrer@gillespiecounty.org>

Cc: Pansy Benedict <pbenedict@gillespiecounty.org>

📎 1 attachments (154 KB)

Gillespie.pdf;

We received notice from the Texas General Land Office (GLO) that we did not use the corrected Excel workbook to perform the allocation calculations for the CDBG-Mitigation Method of Distribution (CDBG-MIT MOD). We have used the corrected allocation calculation and have come up with the revised allocations.

Attached is the allocation letter with the form asking for the designated county representative and whether the county accepts or declines the allocation. You are encouraged to get the approval of the commissioners court for this.

If you have any questions, please don't hesitate to call or email me.

Thank you,

Claudia

Claudia Mora

Claudia Mora

Regional Services Administrator

Alamo Area Council of Governments

2700 NE Loop 410, Suite 101

San Antonio, TX 78217

O: (210) 918-1284

F: (866) 322-3252

www.aacog.com



Please take a moment to complete the [AACOG Customer Satisfaction Survey](#).

CONFIDENTIALITY NOTICE: If you have received this communication in error, please notify the sender by reply message and then delete this message from your files. This e-mail transmission and any attached documents may contain confidential information belonging to the sender, is legally privileged, and intended for use only by the intended recipient(s). If you are not an intended recipient, or the employee or agent



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Ryan Guillen (Ex-Officio)
State Representative, District 31
Brian Hoffman (Ex-Officio)
Joint Base San Antonio
John Kuempel (Ex-Officio)
State Representative, District 44
Judith Zaffirini (Ex-Officio)
State Senator, District 21

June 13, 2023

The Honorable Daniel Jones
County Judge
Gillespie County
101 W. Main Street, Mail Unit 9, Room 101
Fredericksburg, Texas 78624-3700

RE: Regional Mitigation Program - AACOG MOD Funding Notification

Dear Judge Jones:

The Texas General Land Office (GLO) allocated \$29,888,000 to the Alamo Area Council of Governments (AACOG) to develop a method of distribution (MOD) for the Regional Mitigation Program as part of the State of Texas CDBG Mitigation Action Plan as amended. Through the AACOG MOD posted for public comment, Gillespie County is included as a potential recipient of funding in the amount of \$1,395,600. This amount is subject to change as the public participation process is completed and until final MOD approval by the GLO.

The process is being repeated to ensure that all eligible communities in the region, along with interested parties and development groups, receive notification of the MOD development process and public hearing scheduled for Monday, July 17, at 5:00 p.m. In addition, a correction has been made to the allocation calculation and the corrected amount for your county's allocation is noted above.

To accept or decline the funds allocated through the MOD, please sign and return the attached form to AACOG by July 20, 2023. Once the GLO approves the final MOD, the GLO will post application information at <https://recovery.texas.gov/mitigation/programs/regional-mitigation/index.html>.

Please note that declining to participate in the COG MOD may exclude Gillespie County if there are any future allocations or reallocations of funds through the Regional Mitigation Program. It is recommended each entity officially involve their city council, county commissioners court or other governing board in the decision to accept or decline funds.

If you have any questions or concerns, please contact Claudia Mora, Regional Services Administrator, at 210-918-1284, or cmora@aacog.com

Sincerely,

Diane Rath
Executive Director

I, _____, the designated official of _____	
Print Name	Print Entity Name

- Acknowledge and **accept funding** through the Regional Mitigation Program.
- Acknowledge and **decline funding** through the Regional Mitigation Program.

Designated Official Signature	Date
-------------------------------	------



TEXAS ASSOCIATION *of* COUNTIES

HEALTH AND EMPLOYEE BENEFITS POOL

May 23, 2023

Hon. Daniel Jones
Gillespie County Judge
101 W Main St Rm 101
Fredericksburg, TX 78624-3745

Dear Judge Jones:

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) is pleased to enclose Gillespie County's employee benefit renewal for your upcoming plan anniversary date.

For over a decade, the Pool renewal has been below the state average for health plan rate increases. We continue to see an uptick in high-cost claimants (individuals whose claims exceed \$50,000). Still, the Pool renewal average of 6.2% is once again below the projected 2024 medical and prescription drug trend (healthcare cost inflation) for Texas, which is 7-13%.

Renewal rates are set annually using a comprehensive actuarial process that determines the amount needed by the Pool to fund claims and operating costs for the coming year. We then evaluate each individual county or district based on a combination of the group's size, claims experience, high-cost claimants, age and gender statistics, and geographic area (healthcare claims vary significantly by geographic region of the state). Based on this analysis, your group's renewal rate may be above or below the Pool average. Your renewal rates for Plan Year 2024 are enclosed, along with your TAC Employee Benefits and Wellness Consultants' contact information. Your renewal information may include alternate benefit plans (if not, alternates are available upon request).

We are pleased to announce several changes/enhancements to TAC HEBP dental, life and vision products as result of a recent RFP for those offerings. Please see the material included with your renewal packet for more information.

TAC HEBP understands how valuable healthcare benefits are for your employees and their families. We appreciate your partnership with the Pool and want to continue helping Gillespie County offer this important benefit. Again, we thank you for your membership in the Pool and look forward to working with you during the upcoming plan year.

Sincerely,

Quincy Quinlan, Director
Health and Benefits Services Department
Texas Association of Counties

cc: Jennifer Doss



Gillespie County's Renewal Rate change(s) for Plan Year 2024:

Health Plan: 7.2%

Dental Plan: -10.5% (***Note:*** Dental benefit improvements for PY2024, see attached)

Life Plan(s): No change to current Life rates. (***Note:*** New Life coverage provider for PY2024, see attached)

Vision Plan: No change to current Vision rates. (***Note:*** New plan options for PY2024, see attached)

NOTE: Deadline for returning signed renewal documents to TAC HEBP: **June 28, 2023**

Contact your TAC Employee Benefits Consultant right away if you:

- Want to discuss alternates (which may lower rates), and/or to learn about the impact of changes to your plan
- Want information about other TAC HEBP employee benefit plans (Dental, Life, or Vision)
- Are considering changes to your personnel policies that will affect benefits (such as adding/dropping retiree benefits, changing waiting period, etc.)

Your Employee Benefits Consultant: Ernesto Martinez (ernestom@county.org) (800) 456-5974

- ***Healthy County forms:*** Your renewal packet includes Healthy County Contacts and CSI (County Specific Incentive) documents. Please review and make changes as needed to your Wellness contact information. Please complete both forms and return them with your renewal. Contact your TAC Wellness Consultant if you have any questions.

Your Wellness Consultant: Mark Zollitsch (markz@county.org) (800) 456-5974.

- ***Employee Open Enrollment:*** You have the option to allow employees to make their open enrollment changes online through the Employee Self-Service portal by logging on to <https://mybenefits.county.org>.
- ***Affordable Care Act Fees:*** The HEBP Board voted to pay 2023 ACA fees on behalf of Pooled groups; see attached 'Health Care Reform Updates' document for details.
- ***Open Enrollment Toolkit:*** This will be sent via email by July 18 and contains the forms and notices your group will need to process employee benefit renewals.
- ***When It's Due:*** Once your renewal benefit decision has been approved, complete Gillespie County's Renewal Notice and Benefits Confirmation (RNBC) **AND** Healthy County Wellness Contacts and CSI forms, print and initial/sign where indicated, and return to TAC HEBP via email, or fax to (512) 481-8481 on or before the date shown below.

ACTION REQUIRED: Please present the renewal, with Alternates if desired, to the Commissioners Court for a decision. Once the renewal plan has been selected, complete the RNBC form online, and **return the initialed and signed RNBC to TAC no later than June 28, 2023.**

NOTE: Submitting your RNBC after the due date will result in a delay in implementing your benefit plan renewal, including employee enrollment changes.

TAC HEBP Member Contact Designation Gillespie County

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Jennifer Doss/HR Director

Address 101 West Main St, Unit 11
Fredericksburg, TX 78624-3745

Phone 830--30-7-37

Fax 830-307-3782

Email jdoss@gillespiecounty.org

BILLING CONTACT

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

Please list changes and/or corrections below.

Name/Title Jennifer Doss/HR Director

Address 101 W. Main Street, Unit 11
Frederickburg, TX 78624

Phone 830--30-7-37

Fax 830-307-3782

Email jdoss@gillespiecounty.org

HIPAA Secured Fax

COUNTY REPRESENTATIVE

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

Please list changes and/or corrections below.

Name/Title Jennifer Doss/HR Director

Address 101 West Main St, Unit 11
Frederickburg, TX 78624

Phone 830-307-3772

Fax 830-307-3782

Email jdoss@gillespiecounty.org

Date: _____

Signature of County Judge or Contracting Authority

Please PRINT Name and Title

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



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY WELLNESS CONTACT DESIGNATION

Gillespie County

WELLNESS COORDINATOR

The Wellness Coordinator is the primary contact regarding the Healthy County wellness program. The wellness coordinator is responsible for administrating Healthy County components and informing employees of all wellness resources available.

Current Wellness Coordinator

Name: Ms. Jennifer Cude Doss

Title: HR Director

Address: 101 W Main St Unit #11
Fredericksburg, TX 78624-3745

Email: jdoss@gillespiecounty.org

Phone Number: (830) 307-3772

Fax Number:

Please list changes and/or corrections:

WELLNESS SPONSOR

The Wellness Sponsor is responsible for supporting the coordinator in administrating Healthy County components and encouraging county employees to access all Healthy County wellness resources available. An elected official in this role is preferred to illustrate management support for wellness.

Current Wellness Sponsor

Name:

Title:

Address:

Email:

Phone Number:

Fax Number:

Please list changes and/or corrections:

Contracting Authority Signature: _____

Date: _____



Together.
Better.
Stronger.

TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

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

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

YOUR COUNTY OR DISTRICT'S CSI

Our records indicate that your County or District does not currently have a CSI. Please make a selection below to let us know if you would like to implement a CSI or learn more about implementing a CSI. Your county or district's Wellness Consultant will reach out to you to discuss design options. Also, please feel free to contact your county or district's Wellness Consultant at any time to begin this process. If your County or District decides to implement a CSI, there is a six week waiting period before employees can view the program online.

- We would like to implement a CSI Program for the 2023-2024 plan year.
- We are interested in learning more about the CSI Program.
- We are not interested in learning more about the CSI Program at this time.

County or District Name: _____

Printed Name and Title: _____

Contracting Authority Signature: _____

Date: _____

PLAN YEAR 2024

KEY RENEWAL DATES:

**OCTOBER 1
ANNIVERSARY DATE**

MAY

5

HEBP Board Meeting

MAY

23-24

Renewals Sent to Groups*
(via email to HEBP Contracting Authority and Primary Contact)

JUNE

28

Renewal Response Due to TAC HEBP

JULY

18

Open Enrollment Toolkits Sent (via email)

AUGUST

16

OASys Entry Opens

SEPTEMBER

22

October Pre-Invoice Distributed

SEPTEMBER

30

OASys Entries Close

OCTOBER

01

Renewal In Effect
(Final Invoice distributed 10/2/24)

**Look at Commissioners Court/
Board meeting dates **now** and plan
to place renewal discussion on
agenda(s) or schedule workshops*



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

Vision Benefit Plan Election

Group Name: _____ Group Number: _____ AD: _____

Your group is currently enrolled in the Vision Value Plan. If you would like to make changes to your vision plan, please select one of the plans below to offer for the upcoming plan year and complete the contribution schedule according to your group's funding levels. Email the completed election form to your Employee Benefits Specialist or fax to (512) 481-8481, no later than 6/28/2023. Email or call your Employee Benefit Specialist at 1-800-456-5974 with any questions.

VISION PLAN (Select One)	
<input type="checkbox"/> Vision Premium Plan Frequency: 12/12/12 Examination: 1 every 12 months Lenses or Contact Lenses: 1 every 12 months Frames: 1 every 12 months, \$0 Copay, \$180 Allowance, 20% off balance over \$180 Exam with Dilation: \$0 Copay	<input type="checkbox"/> Vision Value Plan (Current Plan) Frequency: 12/12/24 Examination: 1 every 12 months Lenses or Contact Lenses: 1 every 12 months Frames: 1 every 24 months, \$0 Copay, \$130 Allowance, 20% off balance over \$130 Exam with Dilation: \$10 Copay
<input type="checkbox"/> Vision Base Plan Frequency: 12/12/24 Examination: 1 every 12 months Lenses or Contact Lenses: 1 every 12 months Frames: 1 every 24 months, \$0 Copay, \$100 Allowance, 20% off balance over \$100 Exam with Dilation: \$10 Copay	
Your payroll deductions for vision benefits are: <input type="checkbox"/> Pre-Tax <input type="checkbox"/> Post-Tax	
Are retirees allowed on the vision plan? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes,</i> <input type="checkbox"/> Pre-65 <input type="checkbox"/> Post-65	
Does your group have a broker or consultant? Broker: <input type="checkbox"/> Yes <input type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Broker/consultant's name, if applicable: _____ Broker Comm.: _____	

Tier	Monthly Rates*	Amount Employer Pays	Amount Employee Pays	Amount Retiree Pays
Employee Only		\$	\$	\$
Employee + Child(ren)		\$	\$	\$
Employee + Spouse		\$	\$	\$
Employee + Family		\$	\$	\$

*Note: Rates shown do not include a broker commission unless specified above.

Signature (County Judge or Contracting Authority)

Date

Print Name and Title

NEW HEALTHY COUNTY WELLNESS PLATFORM FOR PLAN YEAR 2024

A PERSONALIZED WELL-BEING PLATFORM

WebMD ONE

WebMD ONE is the most empowering well-being platform. With a thoughtful and personal approach to connecting individuals with the best solutions for their needs, WebMD ONE helps to inspire well-being in everyone—all while helping organizations exceed their business objectives.



WebMD ONE helps organizations:

- Create and maintain a culture of well-being.
- Increase engagement.
- Address whole-person well-being.
- Empower people to live happy, healthy lives.
- Offer strategic, relevant solutions for everyone.



WebMD ONE helps individuals:

- Begin or continue their personal journey toward well-being.
- Understand their current health status and areas to improve.
- Create daily habits that lead to long-term behavior change.
- Connect with peers who are working toward the same goals.
- Find and access the tools, resources and benefits their organization offers.

Explore the wellness services and solutions available within this easy-to-use platform.

Well-Being Solutions

Digital Coaching • Wellness Challenges • Financial Wellness • Stress & Resilience • Health Content & Videos • Personal Health Record • Health Assessment • Community

Engagement Services

Communication Services • Biometric Screenings • Health Coaching • Dedicated Well-Being Services • Rewards & Incentives

Program Success Solutions

Integration Capabilities • Segmentation Expertise • Reporting & Analytics • Well-Being Program Evaluations



There's so much WebMD ONE can support.

It even integrates with your other partners and internal resources to make finding and using all your offerings easy. And, each solution can be targeted to specific segments of your population to provide even more personalized well-being experiences.



Well-Being That Works

Participants improved:



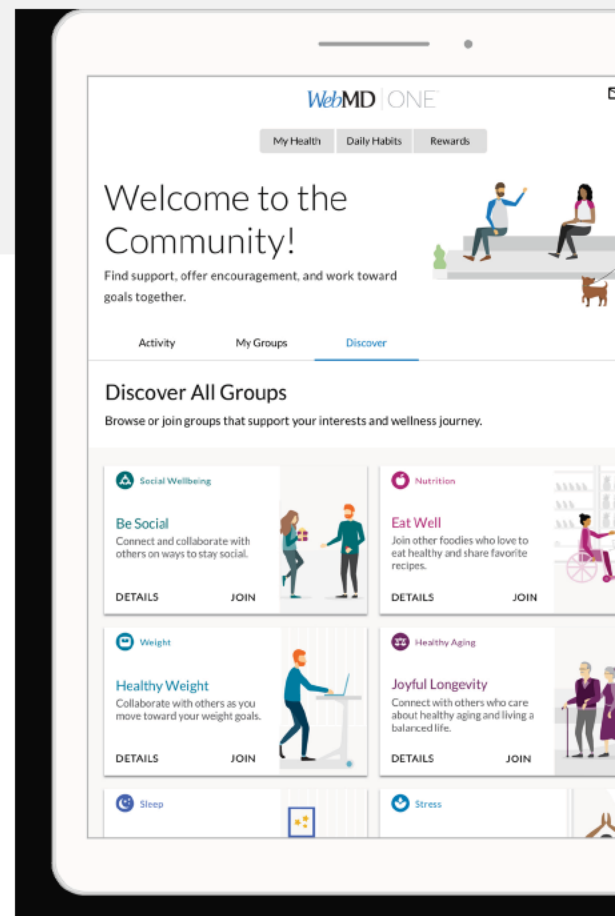
The instant reward of seeing the progress or completion is motivating. It's also quick and easy to log in and check tasks off, which makes it more likely that I will do it."

PARTICIPANT



The greatest opportunity with WebMD ONE was to incorporate our other programs beyond wellness—stewardship, sustainability, diversity and inclusion, and learning and engagement. It was important to us to incorporate all of these programs into one for holistic well-being."

CLIENT











The Power of One

The administration of your cafeteria plan, including Section 125 Plan Document/ SPD for pre-tax premiums, health savings accounts (HSAs), flexible spending accounts (FSAs), and health reimbursement arrangements (HRAs) is even easier when you choose WEX as your one partner for all of these plans.



Benefits for you - the employer

-  Money saved through bundled pricing.
-  Time saved by working in one technology platform, LEAP.
-  One partner with flexible support options for all of your service needs.
-  Simplified exchange of data by using one file for all benefits.
-  Easier implementation, renewal and open enrollment by working with one trusted partner.
-  Less risk sending your employees' personal information to one partner.
-  Experienced oversight and guidance to ensure compliance when your benefits are viewed holistically.
-  Reporting and analytics for all your plans in one place.

90%

Of our clients choose us because they're looking for a better service experience for themselves and their employees.

4.65 of 5

The rating our clients gave our single-source employee benefits administration hub.

94%

Of our clients continue to partner with us during renewal because of the experience and support we provide them and their employees.

Benefits for employees



Avoid confusion and easily spend funds with one, smart debit card for all benefits. Or pay on mobile through Apple Pay or Samsung Pay.



Consistent experience whether on mobile or online for all their benefits.



One source for all questions, including options such as phone, email, chat, and a 24/7 knowledgebase.



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Simplifying benefits
for everyone.





TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

Affordable Care Act (ACA) Update for 2023 – 24 Plan Year

ACA Related Legislation

As of the date of this printing, ACA regulations and requirements remain in effect. TAC HEBP continues to monitor legislative efforts to modify the ACA, and will provide education and guidance to our Pool members if and when changes affecting your plans and/or reporting requirements are forthcoming. We utilize outside sources as well as TAC staff to monitor and analyze this issue. The guidance in this document is based on the law as it currently exists. However, the update should not be regarded as legal advice. We encourage you to check with your county attorney for a thorough discussion of statutory interpretation issues.

Large Employer Coverage Mandates

Effective for plan years beginning on or after Jan. 1, 2016, employers with 50 or more full time equivalent employees must offer health coverage to at least 95% of employees who work an average of 30 hours per week or more. The coverage must meet minimum value (pay at least 60 percent of covered costs; all TAC plans comply with this requirement) and be considered affordable (employer cannot collect more than 9.61% of employee's W-2 Box 1 income for self-only coverage).

Measurement Periods

Employers should have defined a standard measurement period of between 3 and 12 months for tracking the hours of part-time and variable-hour employees. For plan years beginning on or after January 1, 2015, employees who work on average 30 hours per week or more during the preceding measurement period must be offered health coverage. The employee must be offered coverage for a period of time equal to or greater than the length of the measurement period but not less than 6 months. Coverage will start after a standard administrative period of not more than 90 days.

ACA Fees

ACA fees for this plan year are as follows: The Patient-Centered Outcomes Research Institute (PCORI) fee is to help fund research relating to patient-centered outcomes and evaluating risks and benefits of medical treatments, services, etc. This fee was originally set to end after 2019, but has been reinstated. For 2022, the fee was \$3.00 per member per year, payable in July, 2023.

For the 2023-24 plan year, the HEBP Board of Directors has elected to pay these fees on behalf of all Pool members.

ACA Reporting

2023 is the 9th year of reporting requirements under the ACA. In January 2024*, all employers with 50 or more full time equivalent employees must provide a form 1095C to every employee or former employee who worked full time for any month during calendar year 2022. (Full time for ACA purposes is working 30 hours per week on average over the course of the employer's measurement period.) NOTE: The IRS now requires employers who file more than ten (10) 1095C forms to file them electronically (prior to 2023 the threshold was 250 returns).

** Historically, each year the IRS has extended this deadline to the end of February.*

A copy of these forms must be provided to the IRS along with an informational transmittal form (1094C). The purpose of this reporting is to allow the IRS to determine whether the employer has satisfied the ACA Employer Mandate, and to determine whether employees and their dependents were eligible for subsidies when purchasing coverage through the Federal Exchange.

TAC HEBP will continue offering ARTS (Affordable Care Act Reporting and Tracking Service) to counties and districts who utilize our health plans at no charge, which will enable them to produce the necessary forms. In addition to producing the required forms and filing them with the IRS, ARTS will also track lookback measurement periods and perform affordability testing when applicable.

Your employees and any covered retiree or COBRA participant may also be issued a form 1095B from TAC HEBP. The 1095B provides proof of individual coverage for employees and their enrolled dependents. Although penalties were eliminated for the ACA Individual Mandate as of 1/1/2019, the IRS has not eliminated the requirement for producing and filing these forms. Forms for calendar year 2023 will be available **upon request only** in February 2024. The forms will be filed with the IRS as required.

Limits on Cost-sharing and Combined maximum out-of-pocket

Effective for plan years beginning on or after Jan. 1, 2014, **non-grandfathered** health plans are subject to limits on cost-sharing or out-of-pocket costs. For 2023-2024, out-of-pocket expenses may not exceed **\$9,100** for self-only coverage and **\$18,200** for family coverage. Out-of-pocket costs which apply to these limits include medical plan co-payments, deductibles, and co-insurance AND prescription co-payments and deductibles.

Updated May 2023

OPEN ENROLLMENT MADE EASIER!

MYBENEFITS.COUNTY.ORG

With the TAC HEBP Employee Self-Service (ESS) Portal...

Employees can make their Open Enrollment elections online during the annual open enrollment period.

Changes are posted to OASys in real time.

OASys will produce a weekly report for admin users with all changes that have been entered by employees.

Customize the ESS Portal for your county/district!

TAC HEBP can add links to your other benefit providers on the portal, so employees can use the ESS to access information about all the benefits available to them.

TAC HEBP can help you promote MyBenefits.County.Org to employees with promotional materials, email blasts, and how-to instructions.

Employees can make address and phone number changes online throughout the year.

Employees who do not have election changes for the new plan year can let their elections automatically roll over.

Employees can also access:

- Resource Guides
- Benefit Booklets
- Confirmation Statements
- Medical, Prescription, Dental*, Vision*, & Life* Benefits
- TCDRS
- Healthy County
- Employee Assistance Program*
- And so much more!

The ESS Portal has enhanced sign-on security with multi-factor authentication. This requires members to register with an email address or cell phone number. Once registered, this information will be saved to their OASys record.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

*Only applicable if your group offers these benefits through TAC HEBP

EMPLOYEE SELF-SERVICE (ESS) PORTAL FAQs

MYBENEFITS.COUNTY.ORG

Employees are not required to use the ESS Portal to enter their open enrollment elections. It is up to the county to decide how they would like to track employee's benefit elections at open enrollment.

If your county/district does not want to allow employees to make open enrollment elections on the ESS Portal, please contact your TAC Employee Benefits Specialist to request that the feature is turned off.

The ESS Portal is the same portal located at mybenefits.county.org that we've used for several years. Employees can directly access BCBSTX and Navitus with additional links to Healthy County, TCDRS, etc.

TAC values every member, and respects their privacy. Personal contact information is important to us and our claims administrators (BCBSTX and Navitus) so members can be reached about their benefits. TAC will not sell or share email addresses with any other entity.

Employees who do not have (or do not want to provide) an email address are encouraged to set up a free email account (Gmail, Yahoo, etc.) just for this purpose. They never have to access the account again if they do not want to.



Frequently Asked Questions about Grandfathered Health Benefit Plans

1) What is a “grandfathered plan”?

Grandfathered health plans under the Patient Protection and Affordable Care Act (ACA) are those existing without major changes to their provisions since March 23, 2010, the date of the ACA's enactment.

2) What makes a non-grandfathered plan different?

***Grandfathered** plans do not have to comply with several ACA requirements, including those listed below, which **Non-grandfathered** plans **must** comply with:*

- Provide coverage for preventive care without member cost-sharing (no co-pays, deductibles, or coinsurance) when using an in-network provider. There are over 60 services included in this requirement, including annual wellness visits for all ages, age and gender appropriate immunizations and screenings, and contraceptive services for women. A full listing can be found at <http://www.healthcare.gov/what-are-my-preventive-care-benefits>
- Limitations on out-of-pocket maximum amounts
- External review of appeals: a member who contests the denial of a service recommended by his/her medical provider can request an appeal by a federally appointed external review board; the cost of this appeal is charged to the plan
- Coverage for out-of-network emergency services at no additional cost over in-network cost
- Coverage of routine costs associated with clinical trials

3) What causes a plan to lose grandfathered status?

Changing the balance of employer and employee share of costs as follows:

- Increase co-pays by more than \$5 or a percentage equal to medical inflation plus 15%, whichever is greater.

Example: if the plan had a \$20 office visit co-pay in March of 2010, it could be increased to \$25 without losing grandfathered status

- Increase deductible or maximum out-of-pocket amount by more than a percentage equal to medical inflation plus 15%, whichever is greater.

Example: if the plan had a \$500 deductible and a \$2500 out-of-pocket maximum in March of 2010, it could increase the deductible to \$600 and the out-of-pocket maximum to \$3100 without losing grandfathered status (note that these are non-standard amounts for TAC HEBP plans)

- Decrease percentage of plan coinsurance rate by any amount.

Example: if the plan had a 90% coinsurance rate in March of 2010, it could not decrease the rate to 80% without losing grandfathered status

- Lower the employer contribution rate by more than 5% for any group of covered persons, or increase employee contribution rate from \$0 to any amount.

Example: if the employer paid \$1000 per month toward the cost of employee and spouse coverage in March of 2010, it could not decrease the contribution below \$950 without losing grandfathered status

- Add or reduce an annual dollar limit (overall or for a specific service).

Example: if the plan had no limit on charges for physical therapy services in March of 2010, it could not impose a \$5000 per year maximum on them without losing grandfathered status

- Eliminate or substantially reduce benefits for a particular condition.

Example: if the plan covered counseling and prescription drugs to treat certain mental disorders in March of 2010, it could not eliminate coverage for counseling without losing grandfathered status

4) What plan changes can be made which will not cause the plan to lose grandfathered status?

- Changing insurer or third-party administrator, as long as benefits don't change
- Changing from self-insured to fully-insured, as long as benefits don't change
- Increasing benefits, including adding a wellness program
- Passing along premium increases, as long as cost-sharing percentages or flat dollar amounts increase by <5% (exception: if employee contribution is \$0, no increase is allowed).
- Adding a coverage tier (such as employee + 1 child), as long as cost-sharing percentages are consistent with other tiers and stay within the 5% guidelines
- Moving drugs to a different copay tier because the drugs have become available as generic
- Changing provider networks, as long as benefits don't change
- Changes required by law

ADDITIONAL NOTES:

- Because of the additional coverage requirements and reduction of employee cost share required by the ACA, changing from grandfathered to non-grandfathered status may result in a small rate increase. For TAC HEBP groups, this increase is estimated at less than 1%.
- Under the current regulations, there is no specific end date for grandfathered status.
- Plan changes are measured cumulatively since March 2010.
- Plans must include a notice about grandfathered status in significant participant communications, such as enrollment materials and summary plan descriptions.

Agenda Item 6.26.2023

Jennifer Doss <jdoss@gillespiecounty.org>

Thu 6/22/2023 10:38 AM

To:Pansy Benedict <pbenedict@gillespiecounty.org>

Please add the following to Monday's agenda:

Consider approval of advertising for personnel in the Elections Office.

Thanks!

Jennifer Doss

Gillespie County Human Resources Director

101 W Main St., Mail Unit 11, Room B-102

Fredericksburg, TX 78624

Office 830.307.6223

Fax 830.307.3782