



Chad Mees, Mayor  
Vickie Cooper, Mayor Pro-Tempore  
Gayle Jones, Council Member  
Jackie Ivicic, Council Member  
Jesse Luna, Council Member  
Tom Zimmer Council Member

## NOTICE AND AGENDA OF A CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS

Notice is hereby given that the City Council of the City of Bartlett, Texas will hold a

### Regular Called Meeting

6:00 PM

Commence immediately after the adjournment of the Planning & Zoning Meeting

Monday, June 23rd, 2025

Bartlett City Hall

140 W Clark Street, Bartlett, TX 76511

For citizen comments, please contact Brenda Kelley, City Secretary at ([municipalcourt@bartlett-tx.us](mailto:municipalcourt@bartlett-tx.us)).

### CALL TO ORDER, DECLARE A QUORUM, PLEDGE OF ALLEGIANCE, AND INVOCATION

### CITIZENS COMMUNICATION

*(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)*

### REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

1. Discuss, review, and take any necessary action to renew the PHI Cares Membership agreement for City residents.
2. Discuss, review, and take any necessary action to adjust the 2026 City of Bartlett's Texas Municipal Retirement System (TMRS) employer contribution from 11.31% to 11.79 %.
3. Discuss, review, and take any necessary action to approve the 2026 Open Enrollment of the Texas Health Benefits Pool agreement.

### EXECUTIVE SESSION

In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) so to discuss the following:

1. Texas Government Code §551.072 – To discuss the purchase agreement of the Jackson Water Tower Expansion.

Reconvene into Open Session:

- a. Take action, if any, on matters discussed in Executive Session.

### FUTURE AGENDA ITEMS



Chad Mees, Mayor  
Vickie Cooper, Mayor Pro-Tempore  
Gayle Jones, Council Member  
Jackie Ivicic, Council Member  
Jesse Luna, Council Member  
Tom Zimmer Council Member

## ADJOURNMENT

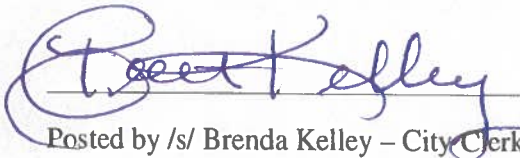
*All items listed on the agenda are eligible for discussion and/or action. The City Council reserves the right to retire into executive session at any time during the course of this meeting to deliberate any of the matters listed, as authorized by Texas Government 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about gifts and donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development). All final deliberations and actions of the governing body shall be held in an open meeting as required by Texas Government Code 551.102.*

### *Potential Notice of Quorum*

*The planning and zoning commission may be present at this meeting.*

I certify this agenda was posted, pursuant to Texas Government Code 551.043, at least 72 hours prior to the commencement of the meeting in accordance with the Texas Open Meetings Act.

Posted Friday, June 20th, 2025, at or before 6:00 P.M.

 6-20-25

Posted by /s/ Brenda Kelley – City Clerk

## **AGREEMENT FOR PHI CARES MEMBERSHIPS FOR CITY RESIDENTS**

This Agreement for PHI Cares Memberships for City Residents (this "Agreement") is made effective the **1<sup>st</sup> day of July 2025** (the "Effective Date") between the **City of Bartlett**, a municipal corporation incorporated under the laws of the State of Texas ("CITY") and PHI Health, LLC d/b/a PHI Air Medical, a Louisiana limited liability company ("PHI"). CITY and PHI may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

### **Recitals**

**WHEREAS**, CITY is comprised of approximately **598** physical address set forth in Attachment "A": Customer List Residential which comprises the households in the incorporated land area making up the **City of Bartlett**, in the State of Texas, with approximately **1,839** residents living in these households (each a "Resident" and collectively, the "Residents").

**WHEREAS**, PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program (the "PHI Cares Program") in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

**WHEREAS**, CITY desires to enter into this Agreement with PHI whereby the Covered Residents (as defined below) within CITY will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

### **Article I.**

#### **Scope of Agreement and Term**

1.1 Contract for Ambulance Membership. This Agreement relates to the acquisition of PHI Cares memberships by CITY for the benefit Covered Residents of the incorporated CITY and covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such Covered Residents when requiring emergency air medical transportation on a PHI aircraft. For the avoidance of doubt this Agreement only applies to the Covered Residents of the incorporated addresses comprising the **City of Bartlett** and does not apply to (i) any individuals residing in the CITY that are Medicaid recipients, or (ii) any individuals residing in unincorporated areas in and around the CITY (whether or not covered by Medicaid).

1.2 Term. The term of this Agreement commences as of the Effective Date set forth above and continues for a period of one (1) year, through **June 30, 2026** (the "Term"), unless otherwise terminated as provided for herein. At the end of the Term, the Parties may negotiate to extend this Agreement or enter into a new agreement upon written agreement signed by all of the Parties. Any such renewal will be on the same terms and conditions set forth in this Agreement unless otherwise specified in any such renewal (each a "Renewal Term" and, together with the original Term, the "Term").

### **Article II.**

#### **PHI Memberships**

2.1 Annual Fee; Adjustment. Pursuant to this Agreement and effective during the Term of this Agreement, CITY is purchasing PHI Cares memberships for the households and the Covered Residents residing in these households of CITY (individually, a "Member" and collectively, the "Members") for a

total annual amount equal to **\$4,186.00** (the "Annual Fee"). The Annual Fee is based on an expectation of **598 households** at a rate of **\$7.00 per household**, which shall cover the Covered Residents residing in these households. The Annual Fee has been calculated to exclude charges for any Medicaid recipients residing in such households. The Annual Fee shall be paid in advance on or before the Effective Date.

2.2 Compliance. CITY and PHI shall comply with all applicable federal and state laws and regulations governing membership programs.

2.3 Non-Exclusivity. It is understood and agreed by the Parties that PHI is not the exclusive carrier for air medical transports in CITY. Any calls for air medical transports in CITY shall be made in accordance with the protocols of the requesting EMS agency or referring hospital physician.

2.4 Terms and Conditions. The general terms and conditions of the PHI Cares Program are as described in the attached Exhibit "1," which is made a part of this Agreement (the "PHI Cares General Terms and Conditions"). In addition, the following specific terms shall apply to this Agreement:

- (a) **Location.** Transport must be for an Incorporated City Resident requiring PHI to provide air medical transport from a pickup location within the **City of Bartlett, Texas** or the **County of Bell and Williamson, TX** (the "CITY Service Area").
- (b) **Membership ID #.** PHI will provide the CITY with a supply of **600 membership cards** which the CITY will distribute and make available to the Residents of the **City of Bartlett Texas**. This card will contain the Membership ID # for the **City of Bartlett**.
- (c) **Notifying PHI.** It is the responsibility of any transported city Resident to contact PHI and notify it that they or a qualified household member has been transported by PHI and to provide PHI with the name of such qualified household member. In addition, in order to avoid receiving a bill for their medical transport, the member should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of the Residents' PHI Cares membership.
- (d) **Not Insurance Product.** MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
- (e) **Coverage.** Each membership covers the entire household (i.e., each individual member of the household that is an incorporated Resident of CITY) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits (each resident that is not a Medicaid recipient, a "**Covered Resident**"). Medicaid recipients are excluded from membership in accordance with applicable state law and are not Covered Residents.
- (f) **Roster of Incorporated City Residents.** The City shall provide PHI with a roster each calendar quarter, which will contain, at a minimum a list of the physical address of each Incorporated City Resident.

2.5 Full National Household Membership Upgrade Option. Any Covered Resident who resides within the boundaries of CITY may elect to upgrade his or her membership to a full national household membership (covering the entire household, as defined below), which shall include coverage outside the CITY Service Area, for an additional **\$30.00 per year**; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft. For a list of

PHI Cares service areas, please see the PHI Cares website: [www.phicare.com](http://www.phicare.com), or contact the membership office for a copy. To obtain this upgrade, Covered Residents are required to call the PHI Cares Membership office directly or complete a Membership Upgrade Form for each Covered Resident requesting this option.

2.6 Household. For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household who reside within such household on a full-time basis, excluding any such individuals who are Medicaid recipients.

2.7 Refunds. No refunds will be extended to CITY (or any Covered Resident) as a result of existing PHI Cares members, which are separate from this Agreement.

2.8 Conflicts. Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

### **Article III. Termination**

3.1 Termination. Either Party may terminate this Agreement for any reason upon providing the other Party with at least thirty (30) days prior written notice. In the event that PHI terminates this Agreement for convenience pursuant to this Section 3.1, PHI shall refund CITY the prorated amount of the Annual Fee for the remainder of the Term. In the event that CITY terminates this Agreement for convenience pursuant to this Section 3.1, CITY shall not be entitled to a refund of any portion of the Annual Fee.

3.2 Immediate Termination. Either Party may terminate this Agreement with ten (10) days' prior written notice (provided such notice period is legally permitted) if: (1) the Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; or (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted or modified by a competent legislative authority in such a manner that materially modifies, voids, or affects this Agreement (including having any material effect on PHI's cost, as determined in PHI's reasonable discretion). If any one of the above-described events occurs, the Parties will exert their best efforts to agree on an alternative agreement in conformance with any such opinion, judgment, or legislative enactment to the extent feasible.

#### **3.3 Termination for Default.**

(A) CITY may terminate this Agreement for default if PHI breaches any material term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from CITY.

(B) PHI may terminate this Agreement for default if CITY breaches any term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from PHI.

(C) Remedies. In the event of a default by PHI and CITY's termination pursuant to Section 3.3(A) above, CITY's sole and exclusive remedy shall be the pro-rata refund of the Annual Fee for the remainder of the Term. In the event of a default by CITY and PHI's termination pursuant to Section 3.3(B) above, PHI's sole and exclusive remedy shall be to retain the Annual Fee for the Term.

### **Article IV.**

## **Indemnification and Limitation of Liability**

4.1 Indemnification. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY ("INDEMNITOR") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, (COLLECTIVELY, "CLAIMS") TO THE EXTENT BUT ONLY TO THE EXTENT RESULTING OR ARISING FROM THE INDEMNITOR'S BREACH OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE INDEMNITOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.

4.2 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event, whether as a result of contract, tort, strict liability or otherwise, shall PHI be liable to CITY or any Member for any punitive, indirect, incidental or consequential damages, including, without limitation, loss of profits, loss of use or loss of contract.

4.3 Survival. The provisions of this Article IV will survive the expiration or early termination of this Agreement or any extensions hereof.

## **Article V. Miscellaneous**

5.1 Entire Agreement. This Agreement (including any and all exhibits and attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communication, representations or agreements, either oral or written, with respect to the matters addressed herein. All modifications or amendments to this Agreement must be in expressed in a written instrument duly executed by both Parties mutually agreeing to such modification or amendment. No rights, duties, or obligations under this Agreement may be assigned nor may any interest or options contained herein be made available or otherwise assigned to any third party without the prior written consent of both of the Parties, which may be withheld in either Party's absolute and sole discretion. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.2 Assignment and Delegation. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither Party may assign any rights or delegate any duties under this Agreement without the other Party's prior written approval, which approval shall not be unreasonably withheld.

5.3 Severability. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.4 Applicable Law; Attorney's Fees. This Agreement is governed by and will be construed in accordance with the laws of the State of Texas, without giving regard to its conflicts of law rules or provisions. This Agreement will be interpreted and construed as broadly as possible consistent with the purposes stated herein. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the other Party.

5.5 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, sent via certified mail, postage prepaid, return receipt requested, or sent via facsimile to the following addresses:

**If to City of Bartlett:**

Chad Mees, Mayor  
140 West Clark Street  
Bartlett, TX 76511  
254-527-3219

**If to PHI:**

PHI Health, LLC  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008  
Attn: Mark Leighton,  
President PHI Cares, CRO, CAO

**With a copy to:**

**With a copy to:**

PHI Health, LLC  
Attn: PHI Legal Affairs Department  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008  
Attn: PHI Legal Department  
Email: Legal@phiairmedical.com

Any Party may change their address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

5.6 Independent Contractor Status. PHI is an independent contractor and is not the CITY's employee. PHI's employees or subcontractors are not the CITY's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No Party has authority to enter into contracts as agent for the other Party. PHI and the CITY agree to the following rights consistent with an independent contractor relationship:

- (1) PHI has the right to perform services for others during the term hereof.
- (2) PHI has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) PHI has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) PHI or its employees or subcontractors shall perform services required hereunder, and the CITY shall not hire, supervise, or pay assistants to help PHI.
- (5) Neither PHI nor its employees or subcontractors shall receive training from the CITY in skills necessary to perform services required by this Agreement.
- (6) CITY shall not require PHI or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither PHI nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the CITY.

5.7 Counterparts; Authority. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto.

**[Signature Page Follows]**



IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

**PHI HEALTH, LLC d/b/a PHI AIR MEDICAL      CITY OF BARTLETT, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark Leighton

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

Title: President PHI Cares, CRO, CAO

Title: \_\_\_\_\_

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

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

**ATTACHMENT A:**  
**CUSTOMER LIST RESIDENTIAL**

Please see the attached Excel Spreadsheet entitled "Customer List Residential", a copy of which is attached to this Agreement and incorporated by this reference. The attached Customer List Residential may be updated from time to time by mutual agreement of both parties.

**To Be Provided**

## **EXHIBIT 1**

### **PHI Cares**

#### **MEMBERSHIP TERMS AND CONDITIONS**

**Membership:** PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date. As used herein, the terms "you," "your," and "Member" shall mean any members enrolled in the PHI Cares Program; the terms "our," "we," "us," and "PHI" shall mean PHI Health, LLC; the term "PHI Cares Program" shall mean the PHI Cares membership program operated by PHI; and the term "Terms and Conditions" shall mean the PHI Cares Program Terms and Conditions.

**Billing:** Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors. A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third-party payer, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as "payment-in-full," relieving you of any other charges for the air medical transport. PHI will bill your healthcare insurer or other third-party payer (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else's fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payer, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment.

Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payer to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft. PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

**Eligibility & Availability:** Medicaid participants are not eligible for membership in the PHI Cares Program. Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request. Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport. Passenger weights and other operating restrictions may limit our ability to transport a Member. PHI, in consultation with other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances. Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider. Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas. Please visit our website at [www.PHICares.com](http://www.PHICares.com) or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

**Service Area:** Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website [www.PHICares.com](http://www.PHICares.com) or contact the membership office directly.

**Notifying PHI Cares Membership Department of Transport:** You should inform the healthcare provider, dispatcher, or emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered

and eligible household dependent has been flown by PHI. Please call our Membership Department at: **1.888.435.9744 (1.888. I Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.**

**Termination and Renewal of Coverage:** PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change. It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

**Acknowledgment:** You acknowledge that all information included in the completed application is correct to the best of your knowledge.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.

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June 3, 2025

City # 00090

City of Bartlett  
140 W Clark St  
Bartlett, TX 76511-4371

Subject: 2026 City Contribution Rate

Your city's 2026 total contribution rate is shown below. This rate includes your city's full retirement rate and supplemental death benefit rate, if applicable. These rates were determined by your city's December 31, 2024 actuarial valuation to achieve a 100% or greater funded ratio over time.

Normal Cost	10.83 %
Prior Service	<u>0.05</u>
Full Retirement	10.88 %
Supplemental Death Benefit	<u>0.43</u>
<b>Total Contribution</b>	<b>11.31 %</b>

Detailed information on your city's TMRS plan is contained in the attached actuarial valuation report.

If you have questions about your city's contribution rate, please contact me at 512-225-3760 or [lharty@tmrs.com](mailto:lharty@tmrs.com).

Sincerely,

Leslee S. Hardy, ASA, EA, FCA, MAAA  
Director of Plan Design & Funding



# **Actuarial Valuation Report**

As of December 31, 2024

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## **City of Bartlett**



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## Executive Summary

Valuation as of	12/31/2024	12/31/2023
<b>Membership as of the Valuation Date</b>		
• Number of Accounts		
- Active Members	17	13
- Retirees and beneficiaries	11	9
- Inactive Members	<u>34</u>	<u>36</u>
- Total	62	58
• Prior year's payroll provided by TMRS	\$ 771,624	\$ 837,344
• Valuation Payroll	780,101	797,917
<b>Benefit Accumulation Fund (BAF) Assets</b>		
• Market BAF Balance	\$ 2,436,112	\$ 2,132,978
• BAF crediting rate	10.81 %	11.92 %
• Interest credited on beginning BAF balance	\$ 230,469	\$ 220,424
• Employer contributions	91,746	61,718
• Employee contributions	54,014	58,614
• Benefit and refund payments	73,095	56,738
<b>Actuarial Value of Assets (AVA)</b>		
• Market BAF Balance	\$ 2,436,112	\$ 2,132,978
• Actuarial Value of Assets (AVA)	2,403,190	2,180,878
• AVA as a Percentage of BAF	98.6 %	102.2 %
• Return on AVA	6.86	6.54
<b>Actuarial Information</b>		
• Actuarial Accrued Liability (AAL)	\$ 2,409,048	\$ 2,144,648
• Actuarial Value of Assets (AVA)	2,403,190	2,180,878
• Unfunded Actuarial Accrued Liability (UAAL)	5,858	(36,230)
• UAAL as % of pay	0.8 %	(4.3) %
• Funded Ratio (AVA/AAL)	99.8	101.7
• Employer Normal Cost Rate	10.83	11.50
• Prior Service Rate	0.05	(0.18)
<b>Contribution Rates</b>	2026	2025
• Employee	7.00 %	7.00 %
• Full Retirement (ADEC)	10.88	11.32
• Supplemental Death Benefit	0.43	0.47
<b>Total Employer Contribution Estimates</b>	2026	2025
• Projected payroll	\$ 801,554	\$ 819,860
• Total Contribution Rate	11.31 %	11.79 %
• Estimated employer contribution	\$ 90,656	\$ 96,661

Note: Results from prior year reflect the plan provisions shown on the next page.



## **Your City's TMRS Benefits**

Plan provisions are adopted by your city's governing body from the options available in the TMRS Act. Your city's plan provisions in effect as of April 1, 2025 were as follows:

Employee Contribution Rate	7%
City Matching Ratio	2 : 1
Years Required for Vesting	5
Retirement Eligibility (Age/Service)	60/5, AnyAge/20
Updated Service Credit	100% Repeating Transfers
Retiree Cost of Living Adjustment (COLA)	70% of CPI Retroactive Repeating
Supplemental Death Benefit to Active Members	Yes
Supplemental Death Benefit to Retirees	Yes

If you have any questions about your city's benefit provisions or would like to discuss plan changes, please contact the City Services Department at [cityservices@tmrs.com](mailto:cityservices@tmrs.com) or call Colin Davidson at 512-225-3742.

## Calculation of Contribution Requirements

From Valuation Report as of

	<u>December 31, 2024</u>	<u>December 31, 2023</u>
1. Prior year's payroll reported to TMRS	\$ 771,624	\$ 837,344
2. Valuation Payroll	780,101	797,917
3. Employer Normal Cost Rate	10.83 %	11.50 %
4. Actuarial Accrued Liability		
a. Active Members	\$ 1,276,536	\$ 1,046,882
b. Inactive Members	590,516	606,086
c. Annuitants	<u>541,996</u>	<u>491,680</u>
d. Total Actuarial Accrued Liability	\$ 2,409,048	\$ 2,144,648
5. Actuarial Value of Assets	<u>2,403,190</u>	<u>2,180,878</u>
6. Unfunded Actuarial Accrued Liability (4d - 5)	\$ 5,858	\$ (36,230)
7. Funded Ratio (5 / 4d)	99.8 %	101.7 %
8. Equivalent single amortization period*	20.0 Years	N/A
9. Assumed payroll growth rate	2.75 %	2.75 %
Contribution Rates:	2026	2025
10. Full Retirement		
a. Normal Cost	10.83 %	11.50 %
b. Prior Service	<u>0.05</u>	<u>(0.18)</u>
c. Full Retirement	10.88 %	11.32 %
11. Supplemental Death Benefit	0.43	0.47
12. Total Contribution	11.31 %	11.79 %

\* New losses are laddered over a 20-year period.

## UAAL/OAAL Amortization Bases and Payments

Year Established	Description	Years Remaining	Remaining Base	Payment
2024	2024 Newly Underfunded Non-Ad Hoc	20	\$ <u>5,858</u>	\$ <u>425</u>
	<b>Total</b>		5,858	425

TMRS amortizes the UAAL/OAAL through the process of laddering each base created during the valuation process. The city's UAAL/OAAL equals the total of the remaining amortization bases. The city's Prior Service Rate equals the total amortization payments divided by the Valuation Payroll (Item 2 of the prior page).

## Reconciliation of Full Retirement Rate from Prior Actuarial Valuation Report

Actuarial valuations are based on long-term assumptions, and results in a specific year can, and almost certainly will, differ as actual plan experience deviates from the assumptions. The following table provides a detailed breakdown of changes in your city's Full Retirement Rate (ADEC) from 2025 to 2026. A brief description of such changes follows the table.

Change in Full Retirement Rate	
Full Retirement Rate from 12/31/2023 Valuation (2025 Rate)	11.32 %
Benefit Changes	0.00 %
Return on Actuarial Value of Assets	(0.02)
Contributions/Fully Amortized Prior Bases	(0.01)
Payroll Growth	0.01
Normal Cost	(0.67)
Liability Growth	0.25
Total Change	(0.44) %
Full Retirement Rate from 12/31/2024 Valuation (2026 Rate)	10.88 %

**Benefit Changes** - Shows the increase or decrease in the contribution rate associated with any plan changes.

**Return on Actuarial Value of Assets (AVA)** - Shows the change in the contribution rate associated with the return on the AVA being different than the assumed 6.75%. For the year ending December 31, 2024, the return on an AVA basis was 6.86%. The impact may show as 0.00% due to rounding.

**Contributions/Fully Amortized Prior Bases** - Shows the total increase or decrease in the contribution rate associated with contributions different than the Full Retirement Rate, the contribution lag (see below), and the impact of the amortization bases which become fully amortized as of this valuation since payments for those bases are no longer part of the Prior Service Rate calculation. Contributions different from the Full Retirement Rate may include contributions in excess of the Full Retirement Rate and/or lump sum contributions. The effect of the contribution lag refers to the time delay between the actuarial valuation date and the date the contribution rate becomes effective (i.e., the Actuarial Valuation as of December 31, 2024 sets the rate effective for 2026). Once the Full Retirement Rate stabilizes, this impact is expected to be immaterial for most cities.

**Payroll Growth** - Shows the increase or decrease in the contribution rate associated with higher or lower than expected growth in the city's overall payroll. The amortization payments were calculated assuming payroll grows at 2.75% per year. Overall payroll growth greater (less) than 2.75% will typically cause a decrease (increase) in the Prior Service Rate.

**Normal Cost** - Shows the increase or decrease in the contribution rate associated with changes in the average Normal Cost Rate for the city's active Members. The Normal Cost Rate for a Member is the contribution rate which, if applied to a Member's compensation throughout their period of anticipated covered service with the city, would be sufficient to meet all benefits payable on their behalf. The salary-weighted average of the individual rates is the city's total Normal Cost Rate. The employer Normal Cost Rate is the pay-weighted average of the individual Normal Cost Rates less the Member Contribution Rate and will generally increase (decrease) as the average entry age of the group increases (decreases).

**Liability Growth** - Shows the increase or decrease in the contribution rate associated with larger or lower than expected growth in the city's overall plan liabilities. The most significant sources for variance will be turnover and individual salary increases differing from the assumptions.

## Historical and Projected Accumulation of the BAF Balance

Year Ending December 31 (1)	Payroll for the Year (2)	Effective Retirement Contribution Rate <sup>a</sup> (3)	Employer Contributions for the Year (4)	Employee Contributions for the Year (5)	Benefit Payments (6)	External Cash Flow for the Year (7)	Interest Credit (8)	BAF Balance <sup>b</sup> (9)
		(4) / (2)				(4) + (5) + (6)		
2022	\$ 860,251	7.50%	\$ 64,481	\$ 65,690	\$ (33,958)	\$ 96,213	\$ (140,447)	\$ 1,848,960
2023	837,344	7.37%	61,718	58,614	(56,738)	63,594	220,424	2,132,978
2024	771,624	11.89%	91,746	54,014	(73,095)	72,665	230,469	2,436,112
2025	780,101	11.32%	88,307	54,607	(115,320)	27,594	164,438	2,628,144
2026	801,554	10.88%	87,209	56,109	(90,367)	52,951	177,400	2,858,494

a. Effective retirement contribution rate is the employer contribution received divided by the payroll paid.

b. BAF Balance may not sum due to rounding.

## Rate Stabilization Techniques

Contribution rate stabilization for cities is a strategic goal of the TMRS Board of Trustees. Since 2007, the Board has approved many actuarial changes to minimize short-term volatility in contribution rates while maximizing long-term System sustainability. Under the current funding policy in which rates are actuarially determined each year, contribution rate stabilization is fully optimized at the System level; therefore, any further rate stabilization must be achieved at the city level.

**Cities with an Unfunded Liability** - For cities with an Unfunded Actuarial Accrued Liability (UAAL), the most effective way for a city to stabilize its TMRS contribution rate is to determine an affordable rate that exceeds the required rate and continue to pay that same rate even when the calculated rate decreases in subsequent valuations. These additional contributions at a predetermined fixed rate accomplish the following:

- Provide a stable annual contribution rate for budgeting purposes;
- Directly reduce the UAAL dollar for dollar;
- Pay off the UAAL quicker;
- Produce cost savings over the long run; and
- Provide a cushion for future adverse plan experience.

**Cities with a Surplus** - For cities with an Overfunded Actuarial Accrued Liability (surplus), the contribution rate is determined by decreasing the Normal Cost Rate (the cost of the current year accruals for active Members) by a Prior Service Rate calculated to keep the funded ratio at approximately the same level. The result is a required contribution rate less than the Normal Cost. It is important to note that adverse plan experience could still result in the funded ratio dropping below 100%. TMRS encourages cities in a surplus position to consider paying the full Normal Cost Rate (or as much as possible toward the full Normal Cost Rate) until the funded ratio is at least 110%. Doing so will dampen contribution rate volatility and increase the likelihood of maintaining a funded ratio greater than 100%.

**How to make Additional Contributions** - No formal action needs to be taken by a city to contribute at a higher level than the required monthly minimum. Additional monthly contributions may be made during the normal payroll reporting process by simply providing the increased rate in the "Optional Employer Rate" field. Because additional contributions are entirely voluntary, a city may revert to paying the minimum required rate at any time during the year if financial circumstances change.

If your city would like to explore the impact of any of these rate stabilization techniques on your TMRS plan, please contact Actuarial Services at [ActuarialServices@tmrs.com](mailto:ActuarialServices@tmrs.com).

## Risks Associated with Measuring the Actuarial Accrued Liability and Actuarially Determined Employer Contribution

Risk measures help with illustrating the potential volatility in the Actuarial Accrued Liability and the Actuarially Determined Employer Contribution that results from the differences between actual plan experience and the actuarial assumptions. Risks facing a pension plan evolve over time. A young plan with virtually no investments and paying few benefits may experience little investment risk. An older plan with a large number of Members in payment status and a significant trust may be much more exposed to investment risk. Generally accepted plan maturity measures include the following:

Ratio of Market Value of Assets to Payroll	3.2
Ratio of Actuarial Accrued Liability to Payroll	3.1
Ratio of Active Members to Retirees and Beneficiaries	1.5
Net Cash Flow as a Percentage of Market Value of Assets	3.0 %
Duration of Liabilities	20.3
Change in Contribution Rate with 10% Decline in Assets (Smoothed)	0.22 %
Change in Contribution Rate with 10% Decline in Assets (Unsmoothed)	2.23 %

**Ratio of Market Value of Assets to Payroll** - The relationship between assets and payroll is a useful indicator of the potential volatility of contributions. For example, if the Market Value of Assets is 4 times the payroll, a return on assets 5% different than assumed would equal 20% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates a higher (lower) or increasing (decreasing) volatility in city contributions as a percentage of payroll.

**Ratio of Actuarial Accrued Liability to Payroll** - The ratio of liability to payroll may also be used as a measure of sensitivity of the liability itself. For example, if the Actuarial Accrued Liability is 5 times the payroll, a change in liability 2% different than assumed would equal 10% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates a higher (lower) or increasing (decreasing) volatility in liability (and also city contributions) as a percentage of payroll.

The relationship between the Actuarial Accrued Liability and payroll is a useful indicator of the potential longer term asset-related volatility once the current UAAL is fully amortized. A funding policy that targets a funded ratio of 100% is expected to result in the ratio of assets to payroll and the ratio of liability to payroll converging over time.

**Ratio of Active Members to Retirees and Beneficiaries** - A young plan with many active Members and few retirees will have a high ratio of active Members to retirees. A mature open plan may have close to the same number of active Members to retirees resulting in a ratio near 1. A very mature or closed plan may have significantly more retirees than active Members resulting in a ratio below 1.



**Net Cash Flow as a Percentage of Market Value of Assets** - A positive net cash flow means contributions exceed benefits and expenses. A negative cash flow means existing funds are being used to make payments. A certain amount of negative net cash flow is generally expected to occur when benefits are prefunded through a qualified trust. Large negative net cash flows as a percent of assets may indicate a very mature plan or a need for additional contributions.

**Duration of Liabilities** - The duration of the Present Value of Future Benefits (PVFB) may be used to approximate the sensitivity to a 1% change in the assumed rate of return. For example, duration of 10 indicates that the PVFB would increase approximately 10% if the assumed rate of return were lowered 1%.

**Change in Contribution Rate with 10% Decline in Assets (Smoothed)** - This shows the rate impact in one year if the Actuarial Value of Assets (AVA) was 10% lower than in the current actuarial valuation with the asset loss smoothed over a 10-year period as is done in the system-wide calculation of the AVA.

**Change in Contribution Rate with 10% Decline in Assets (Unsmoothed)**: This shows the rate impact if the AVA was 10% lower than in the current actuarial valuation with the full asset loss recognized in the current valuation.

**Low-Default-Risk Obligation Measure**: Actuarial Standards of Practice No. 4 (ASOP No. 4) was revised and reissued in December 2021 by the Actuarial Standards Board (ASB). It includes a new calculation called a low-default-risk obligation measure (LDROM) to be prepared and issued annually for defined benefit pension plans. The transmittal memorandum for ASOP No. 4 includes the following explanation:

*“The ASB believes that the calculation and disclosure of this measure provides appropriate, useful information for the intended user regarding the funded status of a pension plan. The calculation and disclosure of this additional measure is not intended to suggest that this is the “right” liability measure for a pension plan. However, the ASB does believe that this additional disclosure provides a more complete assessment of a plan’s funded status and provides additional information regarding the security of benefits that members have earned as of the measurement date.”*

The LDROM estimates the amount of money the plan would need to invest in low risk securities to provide the benefits with greater certainty. The current model expects lower costs but with higher risk, which creates less certainty and a possibility of higher costs. The LDROM model creates higher expected costs but more predictability when compared to the current model. Thus, the difference between the two measures (Valuation and LDROM) is one illustration of the possible costs the city could incur if there was a reduction in the investment risk in comparison to the current diversified portfolio. However, the downside risk would be limited in the scenarios where the current portfolio would fail to achieve returns in excess of the low-default-risk discount, in this case 5.49%.

The following information has been prepared in compliance with this new requirement. Unless otherwise noted, the measurement date, actuarial cost methods, and assumptions used are the same as for the funding valuation covered in this actuarial valuation report.

A. LDROM measure of benefits earned as of the measurement date:	\$	2,901,848
B. Valuation liability at 6.75% on measurement date:		<u>2,409,048</u>
C. Cost to mitigate investment risk in the System's portfolio:	\$	492,800

Disclosures: Discount rate used to calculate LDROM: 5.49% Intermediate FTSE Pension Discount Curve as of December 31, 2024. This measure may not be appropriate for assessing the need for or amount of future contributions as the current portfolio is expected to generate significantly more investment earnings than the low-default-risk portfolio. This measure is also not appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the city's benefit obligation as this measure includes projections of salary increases and the ability for current members to continue to accrue eligibility and vesting service.



# Renewal Notice and Benefit Verification Form

## Bartlett

Revision 1

Plan Year 10/01/2025 - 09/30/2026 (12 Months)

**IMPORTANT NOTICE:** A signed renewal is required by the due date in your cover letter. If TX Health Benefits Pool does not receive the fully executed renewal notice by the indicated due date, you will no longer have an option to change benefits which will result in renewal of the benefit plans listed below at the new rates and the current employer contributions.

### Medical

#### Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	Rates	Current	New
Copay-2500-6K ER-DAW1&2	80/50	\$2500	\$5000	\$6000	\$30	EE Only:	\$933.52	\$933.52
						EE + Spouse:	\$1,895.06	\$1,895.06
						EE + Child(ren):	\$1,643.00	\$1,643.00
						EE + Family:	\$2,753.86	\$2,753.86

In Network Deductible applies towards In Network OOP.

Medical and Dental Plan Accumulators will be based on Plan Year.

### Monthly Employer Contribution Amounts

TX Health Benefits Pool requires 75% employer contribution toward employee medical – Minimum employer contribution is \$700.14.

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

Plan	EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
Copay-2500-6K ER-DAW1&2	\$_____ or _____%		\$_____ or _____%		\$_____ or _____%		\$_____ or _____%	

\*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.

Are there different contributions based on other factors (ex: hourly vs salary, department or location based)? If so, please explain here:

### Dental

Rates	Current (Dental III)	New (Dental III)
EE Only:	\$40.66	\$40.66
EE + Spouse:	\$83.46	\$83.46
EE + Child(ren):	\$87.74	\$87.74
EE + Family:	\$124.80	\$124.80

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
\$_____ or _____%		\$_____ or _____%		\$_____ or _____%		\$_____ or _____%	

\*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.

### Vision

<u>Rates</u>	<u>Current (Standard)</u>	<u>New (Standard)</u>
EE Only:	\$5.58	\$5.58
EE + Spouse:	\$10.60	\$10.60
EE + Child(ren):	\$11.16	\$11.16
EE + Family:	\$14.22	\$14.22

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

<u>EE Only:</u>		<u>EE+Spouse*:</u>		<u>EE+Child(ren)*:</u>		<u>EE+Family*:</u>	
Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
\$_____ or _____%		\$_____ or _____%		\$_____ or _____%		\$_____ or _____%	

\*If entering contributions in dollars, the dependent tier(s) must include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

**\*\*NOTE:** If a contribution percentage is provided, it will be rounded up to the nearest penny.

### Basic Life and AD&D: Plan 10 (\$25,000)

	<u>Current Rate</u>	<u>New Rate</u>
Life:	\$0.178	\$0.178
AD&D:	\$0.040	\$0.040

**Note:** Plan requires 100% Participation and is 100% EMPLOYER paid.

### Dependent Life: Plan 3 (\$10,000/\$2,000)

<u>Current Rate</u>	<u>New Rate</u>
	\$2.76 per dependent unit

**Note:** Plan is EMPLOYEE paid.

### COBRA Eligibility and Administration (Continuation of Coverage)

COBRA Eligible? No

**NOTE:** Eligibility status has been ascertained based on the census information you have maintained in TXHB Online for the preceding Calendar Year. You did not have sufficient full-time equivalent employees to be COBRA eligible. Please contact your Account Executive/Account Manager if you consider your reflected eligibility status to be inaccurate.

### Benefit Waiting Period

1st of mo after date of hire

### Required Annual Eligibility and Enrollment Information

Please provide the following information:

1. Will you allow Employee Self Service (ESS) via TXHB Online for Open Enrollment and Qualifying Life Events? No ☐ Yes ☐
2. Our records indicate that Employer Member DOES NOT currently have an Ordinance or Resolution authorizing the offering of Elected Official Benefit Coverage. Please contact your Account Executive/Account Manager if this needs to be updated.

## Signature Section

The undersigned employer hereby acknowledges that for an employee to receive coverage, TX Health Benefits Pool must receive enrollment information within thirty-one (31) days of the date of hire or within thirty-one (31) days of the coverage effective date, whichever is later, regardless of whether the Employer has a waiting period or a waiting and orientation period. If an enrollment is not submitted within this timeline, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

### Employer Member Additional Acknowledgements and Agreements

1. Employer Member acknowledges and agrees that its signature on this Renewal Notice and Benefit Verification Form indicates its binding selections for renewal services through TX Health Benefits Pool.
2. Employer Member acknowledges that certain benefit service selections require completion and execution of additional forms and agreements and agrees that it will work with all due diligence and in good faith to complete, execute, and return all necessary forms and agreements to TX Health Benefits Pool prior to the beginning of the Group's open enrollment.
3. Employer Member acknowledges that TX Health Benefits Pool will only allow open enrollment for renewal services in good faith and without receiving all necessary signed benefit service forms and agreements if:
  - A. A signed Renewal Notice and Benefit Verification Form with all necessary Employer Member selections and information has been received; and
  - B. Employer Member has in good faith attempted but failed to approve and return the applicable benefit service forms and agreements timely.
4. Employer certifies that it has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
5. Employer certifies that it will provide notice of the creditable status of the coverage it offers to new enrollees prior to the effective date of their coverage, as required by the Medicare Modernization Act.
6. TX Health Benefits requires groups to enroll 100% of their benefit eligible employees. This is also known as the 100% Participation Rule. Employers may have employees that wish to waive Medical coverage through TX Health Benefits Pool, however, waivers may only be granted for the reasons enumerated in your Plan Book.

**Please sign by the due date** and return this completed form via email to your Account Executive/Account Manager or [marketing@txhb.gov](mailto:marketing@txhb.gov).

746000224

Tax ID Number

Authorized Signature

Date

Printed Name

Title

The rates are based on census information five months prior to plan year. If the census changes by more than 10%, TX Health Benefits Pool reserves the right to revise rates due to census change and underwriting impact.

Rates are subject to change due to intervening events such as action taken by the TX Health Benefits Pool Board of Trustees, legislation passed during the plan year, or other events affecting benefits.

Supplemental benefits cannot be accessed without accessing the TX Health Benefits Pool Medical Benefit Plan.

YOUR RENEWAL QUOTE INCLUDES PROPRIETARY INFORMATION THAT SHOULD NOT BE SHARED WITH OTHER COMPETITORS OR USED TO CIRCUMVENT THE REQUIREMENTS OF TEXAS COMPETITIVE BIDDING LAWS. IN THE EVENT YOU RECEIVE A RENEWAL QUOTE AND LATER DECIDE TO ISSUE AN RFP, THE RENEWAL QUOTE MAY NOT BE SHARED WITH ANY OTHER COMPETITORS AS DOING SO WOULD DISADVANTAGE TX HEALTH BENEFITS POOL IN THE COMPETITIVE PROCESS. TX HEALTH BENEFITS POOL ALSO RESERVES THE RIGHT TO REVISE PREVIOUSLY ISSUED RATES IN RESPONSE TO YOUR RFP.