



# DAYTON

City of Dayton (City), Ohio  
Department of Human Resources  
Division of Employee Benefits

THIRD-PARTY ADMINISTRATION OF HEALTH INSURANCE, PHARMACY BENEFITS, AND STOP-LOSS COVERAGE

REQUEST FOR PROPOSALS (RFP) No. 24-033HR

JUNE 2024

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

McGohan Brabender  
Sheri Combs  
Senior Account Relationship Manager  
3931 South Dixie Drive  
Dayton, Ohio 45439  
Telephone: (937) 293-1600  
E-Mail: scombs@mcgohanbrabender.com

City of Dayton, Department of Human Resources  
Brent L. McKenzie, Deputy Director  
101 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 333-4062  
E-Mail: brent.mckenzie@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City’s web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City’s website at:

<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Procurement and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined prior to finalization of RFP. The following is the anticipated schedule for the RFP Process:

Issue RFP:	June 12, 2024
Last Day to Submit Questions:	12:00 PM local (Dayton OH) time on June 19, 2024
Written Responses to Questions:	June 24, 2024
Due Date for Proposals:	2:00 PM local (Dayton OH) time on July 8, 2024
Finalists Notification	July 22, 2024
Presentation by Finalists (Optional TBD by City)	July 29, 2024-August 2, 2024
Contractor Selected:	Anticipated by August 9, 2024
Contract Awarded:	January 1, 2025

1.03 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the “Subject” line of each email sent: Third-Party Administration of Health Insurance, Pharmacy Benefits, and Stop-Loss Coverage, RFP No. 24-033HR Part 1, Third-Party Administration of Health Insurance, Pharmacy Benefits, and Stop-Loss Coverage, RFP No. 24-033HR Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:

Join Zoom Meeting

<https://us02web.zoom.us/j/86080301762?pwd=aqw7zLjgFi2ckQtgnVK3rcc1fgR8nm.1>

Meeting ID: 860 8030 1762

Passcode: 889484

Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by time/date as indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.04 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
  - **Location** – The street address of the proposer's company headquarters.
  - **Local Office of Proposer** – Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
  - **Company's Primary Business** – State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
  - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
  - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.

- **Medical Coverage Question Responses** as per Section 2.
- **Pharmacy Coverage Question Responses** as per Section 2.
- **Fee Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements
- **Supplement Questionnaire** as per Section 2.
- **Business Income Tax Form** Exhibit C

1.05 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.06 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only.**

Evaluation Criteria for Goods and Services		
Item	Description	Points Possible
1	Price	40
2	Ability to address all RFP Requirements	30
3	Experience	20
4	Dayton Local Business (required)	5
5	PEP Certified Vendor (required unless there is an assigned goal)	5
	<b>Total Points</b>	<b>100</b>

1.07 MISCELLANEOUS ITEMS.

- **All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.**

## SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton (City) is requesting competitive proposals for a Third-Party Administrator (TPA) for the employee medical and pharmacy claims administrative services. The City requests responses from highly qualified firms with extensive experience in providing Administrative Services for a public sector employer to obtain a competitive net cost.

2.02 BACKGROUND INFORMATION. The City is located at the crossroads of America, where I-75 north/south meets I-70 east/west and is best known as the Birthplace of Aviation. The City features a fantastic array of big city amenities coupled with Midwestern charm and hospitality. The City is a community rich in talent and history, emerging today as a global technology hub. With over 140,000 residents, the City is investing for the future while providing high-quality services to residents, neighborhoods and business. The City currently employs approximately 1,750 employees, with approximately 4500 lives in its health insurance plan.

2.03 SCOPE OF WORK / TESTING REQUIREMENTS. The City of Dayton (City) requests competitive proposals for a Third-Party Administrator (TPA) for the employee medical and pharmacy claims administrative services, and stop-loss coverage for the health insurance plan. The necessary information for a party to respond to this RFP is as follows:

### Current Plan Information

- TPA Services: Anthem
- Network: Anthem Blue Access
- Stop Loss Insurance: Voya
- Pharmacy Benefit: Anthem/Carelon (carved-in)
  - The City is interested in exploring a carve-out pharmacy arrangement.
- Wellness Program: Internal with support from Marathon Health
- The DOC (Dayton Offsite Clinic) access for all members enrolled in the medical plan
- HSA Banking: 1) CODE Credit Union and 2) Firefighters & Company Federal Credit Union
- EAP Services: Premier Health's Employee Care
- Current Specific Stop Loss Deductible: Effective 1/1/24, increased from \$200,000 to \$250,000 per covered person (medical and pharmacy)
- Current Contract Basis: 48/12
- Unlimited lifetime maximum
- Current Aggregate Corridor: N/A
- Current Enrollment System: BTR/bswift
- Spousal Rule (medical plan only): The City has a Secondary Spouse Rule that was implemented many years ago. If a City employee is covering a spouse on the plan and the spouse is employed, and their employer offers medical coverage, then the spouse must enroll on their employer's medical plan. The spouses' employer's plan would be primary and if the employee chooses to keep the spouse on their City medical plan, then the City's medical plan would be secondary.
- The DOC: In December of 2016, the City opened their off-site clinic called The DOC (Dayton Offsite Clinic). The DOC is managed by Marathon Health (formerly Everside, and/or Healthstat). All members, over the age of 2, covered on the medical plan have access to utilize The DOC for primary care or just urgent care needs. The DOC stocks 50-100 of the most commonly prescribed generic medications. Employees are allowed to visit The Doc on company time. The charge is \$20 which covers their visit and the cost of any stocked medications they may leave with. The DOC also employs a wellness coordinator that meets with individuals one on one but also develops company-wide programs based on conditions identified thru claims data (for example diabetes and blood pressure programs). No claims for visits to The DOC are ran thru the health insurance.

History for Medical/Drug Coverage: Drug coverage has always been carved in.

1/1/2010 – 12/31/2024	Anthem
Up to 12/31/2009	United Healthcare

Employee Contribution (monthly):

Single: \$88

Family: \$250

- Note: The City has always had a two-tier rate structure, but recent union negotiations have led to its move to a four-tier rate structure as of January 1, 2026.

### Broker Commission Schedule

2020 & 2021: \$5.31pepm

2022: \$5.58 pepm

2023: \$5.85 pepm

2024: \$6.15 pepm

2025: \$6.45 pepm

### SCOPE OF SERVICES IN THE RFP

The scope of claims/administrative services for the City’s self-insured medical/pharmacy plan would include, but would not be limited to, the automated processing and payment of medical and prescription drug claims (in accordance with plan documents and contracted network reimbursement fee schedule), utilization review, case management, stop loss reporting, third-party recovery, and coordinating medical review.

- A. Plan Documents - Maintain a master file of plan documents, summary plan descriptions, plan booklets, benefit provisions, claims administration policies and guidelines, changes in plan benefits, and any other material needed to properly administer claims in accordance with the provisions of the plan applicable state and federal law.
- B. Eligibility - Maintain eligibility information to verify eligibility for benefits for plan participants and dependents. Eligibility to be transmitted electronically and/or manually, by the City or its designee. The administrator must maintain name and address files by employee and dependent. The administrator will also monitor and track the eligibility status of dependent children over the age of 26.

### C. CLAIMS PROCESSING

1. Review and examine claims (bills, invoices, and statements) submitted by plan participants or received from physicians, hospitals, pharmacies, labs, and any other eligible providers who have rendered care to eligible employees and their dependents. Procure any missing information immediately, by personal contact, telephone, or correspondence.
2. Determine reasonableness of charges and monitor the qualify, quantity, and utilization of professional, medical, and hospital care rendered, referring medical claims for “medical review” when necessary.
3. Process all appropriate claims as determined by the provisions of the plan documents and plan administrative policies/guidelines, utilizing the fee/reimbursement schedules established and provided by the City’s contracted network. Obtain timely updates of fee schedules and conversion factors. Accurate claims processing in a timely manner, according to performance standards.
4. Prepare/issue checks and itemized Explanation of Benefits forms to plan participants and providers.
5. Pend or deny claims not eligible for payment and issue related correspondence. Advise plan participants, dependents, or beneficiaries whose claims have been denied of the specific

reasons for such denial, and the procedure for a review of the denial. Advise plan participants regarding the pending of a claim, the reasons for such action and the actions necessary to release the claim.

D. CUSTOMER SERVICE

1. Provide professional, courteous, and timely responses to telephone, written, in-person inquiries and complaints from all sources. Such inquiries may include eligibility information, claims payment, benefit provisions, and related questions, from parties with authorized access to information such as plan participants, providers, legal counsel, the City, etc.
2. Furnish a toll-free telephone number for incoming customer service calls. Customer service personnel and/or call center shall be handled on-shore in the United States.
3. Provide assistance when requested with respect to special inquiries from the City which could arise involving claims processing for payment of claims.

E. Prescription Drug Program - Coordinate eligibility, accumulators, processing, and reporting with Pharmacy Benefit Manager.

F. Case Management – Programs designed to provide support and management for chronic conditions and catastrophic injuries/illnesses. Ability to provide the services of a registered nurse/case manager (or a contracted case management agency) approved by the City. Provide timely Case Management reports to the City.

G. Utilization Review Services – Provide hospital pre-admission certification; hospital concurrent utilization review; hospital length of stay monitoring; discharge planning services; preauthorization when requested by providers and plan participants, etc.

H. Medical Review - Coordinate with the City’s contracted PPO network to utilize their peer medical review services/committee or provide a medical review system, utilizing medical professionals, acceptable to the City.

I. Coordination of Benefits –

1. Provide coordination of benefits in accordance with plan documents and federal/state law. Apply standard, non-duplication of benefits.
2. Follow the requirements of federal law concerning coordination of benefits with Medicare, Medicaid, etc.

J. Stop Loss - Work with the City’s Stop Loss insurance carrier, reporting large claims in a timely manner, in accordance with policy requirements, ensuring reimbursement to the City for claims exceeding the Stop Loss deductible each policy year. Provide stop loss documentation/reports to the City monthly.

K. Subrogation – Third Party Liability - Pursue liens in favor of the City for sums of money recovered by the plan participant in connection with any illness, injury, disease, or other condition for which a third party may be liable to the extent of the benefit payments made by the plans.

L. Overpayments - Collect all overpayments or other incorrect payments. Any outstanding overpayments/incorrect payments should be reported to the City on a quarterly basis.

M. Management Reports - Provide reports/information pertaining to the program which may be required by the City, our auditor, actuary, legal counsel, or consultant and assist with the preparation and filling of any reports required by law. This will include, but is not limited to:

1. Register/report of claim payments and other claim data for each payment cycle.
2. Monthly statistics report to include:
  - i Number of claims by line of coverage (hospital, surgery, physician charges, prescription drugs, etc.)

- ii Dollar amount claimed
  - iii Number of claims
  - iv Total allowable charges
  - v Deductibles taken
  - vi Amount paid by line of coverage
3. All reports must be provided on a monthly and year-to-date basis by line of coverage each month. This information is to be prepared separately, by plan and group.
  4. Claims history will include dates received, date pended, additional information requested, additional information received, date processed, date paid, and/or date denied.
  5. Special reports including:
    - vii Case Management
    - viii Lag Studies
    - ix Coordination of benefits savings
    - x Stop Loss and high-dollar claims
    - xi Quarterly subrogation

N. INTERNAL CONTROLS

1. Apply industry standard internal claim control systems/procedures necessary for the effective implementation of the plan.
2. Audit all hospital claims where payment exceeds \$25,000. Identify if threshold is different than \$25,000.
3. Administrator must agree to maintain the security and confidentiality of all medical, financial, and patient information, guaranteeing HIPAA requirements are met in all areas of operation.

O. FINANCIAL SERVICES

1. Follow the banking requirements of the City.
2. Accumulate data, prepare, and mail 1099 forms for all providers of service who are paid during the calendar year, as required by the Internal Revenue Code.
3. Provide any required federal or state financial or tax reports.
4. Provide appropriate information and documentation to the City Auditor when requested.

P. Administrative Expenses - The selected administrator will be expected to bear the cost of:

1. Transferring records and systems to the succeeding Administrator at the termination of the contract.
2. Administrative fees should cover the cost of administrator's staff, all office space, supplies, forms, medical plan identification cards, standard management reports, telephone expenses, postage, computer hardware/software and other equipment/supplies necessary for claims handling.

Q. CLIENT COMMUNICATION

1. Attend annual client meetings with City staff to review plan performance. Administrator's travel expenses related to client meeting or other matters relating to claims processing shall be paid by the administrator.
2. Notify the City of all claim back logs on a regular and timely basis.
3. Provide prompt updates on legal and regulatory changes that could affect the plan.
4. Obtain opinion/response from legal counsel (administrator's in-house or outside counsel) when necessary.
5. Promptly notify the City of any pending egregious claims and/or claims action and litigation.
6. Immediately notify the City of any exposure of City claim or personnel information due to computer hacking or intrusion.

7. Provide assistance, such as cost calculations for benefit changes, benefit adequacy studies, etc., when requested for proposed plan design changes.
8. Matters of significance must be called to the City’s attention at the earliest appropriate time (i.e. claims processing backlogs, system problems, large overpayments, HIPAA breach, etc.)

R. Network Disruption Analysis.

1. The City requires a claim re-pricing and network analysis using the proposed network and their proposed contracted rates. The claim file will be distributed to qualified proposers by the City’s broker, McGohan Brabender, after submission of an Intent to Propose. The City reserves the right to request a Non-Disclosure Agreement (NDA) prior to releasing the information.
2. The claim file will be sent to qualifying proposers via secure electronic transfer after receiving the executed NDA. The claim file will contain twelve months of claims history.
3. Re-price all claims using proposed discounts and pricing, but if additional savings opportunities are identified during re-pricing, these savings opportunities can be included and explained as notes in the table.
4. The TPA must complete and submit a Network Disruption analysis for your proposed Network.

**SUPPLEMENTAL QUESTIONNAIRE INCLUDING ORGANIZATIONAL INFORMATION, MEDICAL COVERAGE QUESTIONS, AND PRESCRIPTION DRUG COVERAGE QUESTIONS**

This Supplemental Questionnaire is a requirement of this RFP and must be submitted for the proposal to be considered responsive.

**1. TELL US ABOUT YOUR ORGANIZATION**

Describe your company’s overall experience and qualifications, especially in the public sector, and include the following information:

- Indicate how long your organization has administered health plans and how many clients you currently service in the public sector.
- Indicate whether your organization has been known by any other names within the last ten years.
- Identify ownership/parent company relationships related to your organization.
- Indicate the number of outstanding legal actions pending against your organization. Please explain the nature and status of the legal actions.
- Is your organization anticipating any expansion or reorganization within the 12-24 months? If yes, please identify any known changes to the organization or structure anticipated.
- List any characteristics of your organization that you feel distinguishes you from other health plan administrators.
- For all of Ohio and also broken down specifically, provide the number of group plans currently in force and the number of group plans terminated in the past 12 and 24 months. Data should include the number of lives covered.
- Is your company accredited with the National Committee for Quality Assurance (NCQA) Accreditation? If yes, at what level?

<b>Excellent</b> <b>Full</b> <b>Commendable</b>	_____ _____ _____	<b>One Year</b> <b>Accredited</b> <b>Provisional</b>	_____ _____ _____
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**2. STAFF QUALIFICATIONS**

Please provide the names and related experience for key personnel who would be assigned to manage and/or work directly with this account, in the roles/areas listed below. Please include education, professional work experience.

- Account Management Team

- Claims Processing
- Customer Service
- Data Management Systems and/or Information Technology, EDI feeds, etc.

<b>MEDICAL COVERAGE QUESTIONS</b>
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**1. CLAIMS AND ELIGIBILITY ADMINISTRATION**

Please describe the software system used for claims adjudication and benefit/eligibility administration. Is the eligibility system integrated with the claims system? Indicate what functions, if any, are not automated and whether your programming/computer support is outsourced or managed internally. Are there any planned system upgrades or new system migrations currently identified? Your response should address the following:

- Outline the claim flow process from claim receipt (paper and EDI) to final adjudication
- Average claim turnaround time
- Electronic claim submission capabilities
- Identification and recovery of duplicate payments
- Identification of unbundled claims
- Coordination of benefits procedures
- Identification and recovery of Third-Party Liability/Subrogation claims (pay and pursue or pursue and pay?)
- Verifying benefit eligibility for dependent children over age 26
- Secure website for 24-hours access to claims status information
- Transmit and receive electronic eligibility data
- Case Management and Utilization Review services
- What percentage of your hospital and non-hospital provider claims are received electronically?
- What percentage of these claims are auto adjudicated?
- Can you provide notification to the City of high dollar claims prior to payment?

Please indicate the physical location(s) of the claims processing facility that would handle/process claims for this group, and the customer service office that would service this account. Be sure to clearly identify any off-shore processing possibilities.

For the claims processing facility designated above, please provide the following information:

- What is your average turnaround time for processing claims?
- How many medical plan groups were handled during 2023?
- How many medical plan groups were public entities?
- Approximately how many claims are processed annually (number and dollars)?
- What was the error ratio during 2023 (financial and procedural)?

**2. CUSTOMER SERVICE**

Briefly discuss your proposed approach to providing customer service to this group and include the following information:

- Indicate your response time for customer service inquiries.
- How many calls per day do your customer service representatives handle?
- What is the average duration of a customer service call?
- What is your average seconds to answer?
- What is your abandon rate?
- Describe how you document calls and track follow-ups.

- Do you record all calls?
- What are your customer service hours of operation?
- How is your customer service unit integrated with your claims unit? Do they access the same system? Do the customer service representatives have any claim authority?
- Do you anticipate hiring additional personnel to provide customer service for this client?
- Are you willing to assign dedicated customer service staff to this account?
- Please clearly identify any off-shore call routing possibilities.

### **3. REPORTING**

What standard reporting is available to clients? Provide samples reporting package, regular claim reports (detailed claims experience, eligibility, statistical and financial reports) lag reports, stop-loss reinsurance reports, large claim/case management reports, etc., provided to your clients on a regular basis, and indicate the frequency they are issued. Also, please provide examples of ad hoc reports that can be produced and indicate in what format these reports can be produced (i.e. Excel, PDF, etc.)

Do you have a data warehouse?

Are you able to develop custom reports? What is the programming charge?

### **4. SAMPLES OF EXPLANATION OF BENEFITS AND FORM LETTERS**

Provide samples of the following:

- Explanation of Benefits
- Medical and pharmacy claim forms
- ID cards
- Copies of standard utilization and claim reporting package
- Sample administrative agreement or contract
- Any form letters issued in connection with claims and eligibility administration such as coordination of benefit letters, etc.

### **5. INTERNAL AUDITING AND QUALITY CONTROL**

Describe your internal auditing procedures and policies and the quality control measures in place to ensure financial and procedural accuracy in health plan claims administration.

Will you permit the City to do periodic audits of claim payments?

### **6. DISASTER RECOVERY**

Describe your disaster recovery program should the health plan records/data maintained in your system be adversely affected (weather related event, hacking/breach, etc.).

### **7. INFORMATION TECHNOLOGY**

Describe your EDI capabilities.

Do you produce id cards in house or is this outsourced? If outsourced, what is the name and location of the vendor? Can id cards be customized? What is the average time to produce/mail id cards once requested?

Can you accept eligibility electronically? In client's format?

Describe your website and app capabilities for the following: members, providers, human resources, finance, broker/advisor.

### **8. HIPAA PRIVACY AND SECURITY COMPLIANCE**

Describe any automated systems, and policies/procedures in place to ensure compliance with HIPAA Privacy and Security rules.

**9. CLIENT REFERENCES – Current Clients:**

List five accounts that you currently provide third party services, and include the following information for each:

- Client Name
- Contact Person
- Address
- Telephone Number
- Email Address

**10. CLIENT REFERENCES – Past Clients:**

List two accounts that you have been terminated by the client within the last three years, and include the following information for each:

- a. Client Name
- b. Contact Person
- c. Address
- d. Telephone Number
- e. Email Address

**11. PREFERRED PROVIDER NETWORK ASSOCIATIONS**

The current Preferred Provider Organization Network utilized by the City is Anthem’s Blue Access PPO Network.

- Please indicate what network is included in your offer.

Describe the process utilized to inform members that a provider is no longer part of your network.

Describe the average discount for the network(s) quoted. Identify any discount guarantees being offered.

Are there any contractual agreements that expire prior to 1/1/2026?

**12. MEDICAL MANAGEMENT**

Do you outsource medical management or provide in-house? If outsources, please provide vendor name and describe process of integration with the claims system. If in-house, do you have NCQA or URAC accreditation?

Can the City retain their own vendor for medical management?

Are the case managers dedicated by customer, geography, specialty or some other way?

Do you provide 24-hour Nurseline?

What disease management programs do you provide? Are they included or at an additional cost?

What wellness programs do you provide? Are they included or at an additional cost?

Do you provide predictive modeling capabilities? What access to the data would the City have? What programs are built around the results of predictive modeling? Is it included or at an additional cost?

### **13. TRANSITION PLAN**

Describe the transition plan, including timeline. This ideal lead times identified should at minimum include implementation for account set up/Go Live, EDI feeds, ID card mailing and any other key items you feel are important to call out.

Describe the banking arrangements for a new client.

Do you require an initial deposit for claims? If so, please estimate the amount of the deposit?

### **14. ADDITIONAL SERVICES**

Please list other services that may be offered through you such as Disease Management, Chronic Condition, Care, NurseLine, Teladoc, Telahealth, etc.

List all subcontractors/providers with whom you contract for special services (for example, pharmacy, mental health/chemical dependency, durable medical equipment, x-ray, labs, COB processing, etc.). Identify term or duration of your agreement with each subcontractor.

A list of plan exclusions or services/treatments not covered under the HDHP is in the plan document provided. Please compare this list to the list of plan exclusions included in your proposal and provide all variances.

Describe your Wellness and Disease Management Programs and Risk Assessment capabilities.

Will you provide dedicated personnel in the following areas to work with the City: claims, customer service, account management.

Are you willing to accept fiduciary liability? Will you assume fiduciary responsibility for claims adjudication and appeal? Is there an extra cost associated with this?

Are there any contractual agreements with providers/pharmacies, administrative vendors, etc. that you utilize that expire prior to 1/1/26?

**15. Network**

Provide names of **hospitals** for the following Ohio counties that participate in the network(s) that will support the plans proposed:

County	Hospital Names	Current Network Duration (Contract Terms)
<b>EXAMPLE:</b>	Dayton Heart Hospital	1/1/23 – 12/31/25
<b>Butler</b>		
<b>Clark</b>		
<b>Darke</b>		
<b>Greene</b>		
<b>Miami</b>		
<b>Montgomery</b>		
<b>Preble</b>		
<b>Warren</b>		

Provide number of **primary care** and **specialty care providers** for the following Ohio counties that participate in the network(s) that will support the plans proposed:

County	Family/General Practice	Pediatrics	Internal Medicine	Urology	Ortho
<b>Butler</b>					
<b>Clark</b>					
<b>Darke</b>					
<b>Greene</b>					
<b>Miami</b>					
<b>Montgomery</b>					
<b>Preble</b>					
<b>Warren</b>					

Provide number of **primary care** and **specialty care providers** for the following Ohio counties that participate in the network(s) that will support the plans proposed:

County	OB/GYN	Cardiology	Endocrinology	ENT	All Other Specialties
<b>Butler</b>					
<b>Clark</b>					
<b>Darke</b>					
<b>Greene</b>					
<b>Miami</b>					
<b>Montgomery</b>					
<b>Preble</b>					
<b>Warren</b>					

**16. STOP LOSS:**

1. Your quote should be conditioned on the fact that everything covered under the Plan is eligible for reimbursement under the stop loss policy. If the account is obligated to pay for the claim under the terms on the Plan, then that claim also is eligible for reimbursement under the stop loss policy. All covered expenses under the Plan must be eligible for reimbursement under the stop loss policy. Please confirm that all expenses are eligible for reimbursement under the stop loss policy.
2. Will any high claimant be excluded on the effective date? If so, please explain.
3. Will you laser any current high claims on the effective date? If so, please explain.

4. Will you laser claims at renewal? If so, please explain.
5. Is Specific Stop Loss reimbursement immediate? Please explain the reimbursement method in detail.
6. Is your Specific Stop Loss on a member or contract basis?
7. Is the Aggregate Stop Loss based on a rolling 12 months or a monthly basis?
8. Will you offer an Aggregating Specific? If so, please explain how it would work.

<b>PRESCRIPTION DRUG COVERAGE QUESTIONS</b>
---------------------------------------------

1. Please provide proposed fees for pharmacy benefit manager (PBM) services and related ingredient discounts. *Utilize the following grid when responding to this question.*

	Year #1	Year #2	Year #3
<b><u>Retail Services:</u></b>			
Savings Off Average Wholesale Price (AWP):	_____	_____	_____
➤ State Single - Source Brand	_____	_____	_____
➤ State Multi - Source Brand	_____	_____	_____
Savings Off AWP (Generic)	_____	_____	_____
Dispensing Fee Per Claim (Fee to Pharmacy):			
➤ State Single - Source Brand	_____	_____	_____
➤ State Multi - Source Brand	_____	_____	_____
Dispensing Fee Per Claim (Generic)	_____	_____	_____
Administrative Fee Per Claim (Electronic Claims)	_____	_____	_____
Administrative Fee Per Claim (Manual/Paper Claims)	_____	_____	_____
Prior Auth Fee:	_____	_____	_____
 <b><u>Mail Order Services:</u></b>			
Savings Off Average Wholesale Price (AWP):			
➤ State Single - Source Brand	_____	_____	_____
➤ State Multi - Source Brand	_____	_____	_____
Savings Off AWP (Generic)	_____	_____	_____
Dispensing Fee Per Claim (Fee to Pharmacy):			
➤ State Single - Source Brand	_____	_____	_____
➤ State Multi - Source Brand	_____	_____	_____
Dispensing Fee Per Claim (Generic)	_____	_____	_____

- Other Fees/Definitions:
- Identify all other fees; set up charges; deposit requirements; etc. not included in the above fee structures.
  - Are there charges for original identification cards, provider directories, and formulary lists? Additional identification cards? Communication materials?
  - Define a "claim" as used in the transaction fees identified above?
  - Will you agree to guarantee your quoted fee for at least 90 days?
  - Quotes to provide a full pass through of discounts and rebates.

2. Provide the following historical information regarding your discounts:

YEAR	AWP DISCOUNT FOR BRAND		AWP DISCOUNT FOR GENERIC	
	RETAIL	MAIL ORDER	RETAIL	MAIL ORDER
2022				
2023				
YTD 2024				

3. Describe any generic incentive or other intervention programs you have available to help manage prescription drug costs.
4. Describe how discounts and/or rebates are handled under your proposed plan. The City must receive 100% of contracted discounts and rebates. Please identify and detail any variance from this request.
5. Other than rebates, do you receive promotional fees or any other revenue from manufacturers in connection with formulary selection, promotional activities, or selling of data to a manufacturer? If so, please explain.
6. Provide the following formulary details:
  - How is the formulary organized?
  - How is the formulary managed?
  - How often is the formulary updated?
  - Provide a current list of drugs included on the formulary.
  - Identify any additional administrative cost associated with the formulary.
7. Does your company utilize MAC (Manufacture Actual Cost) pricing for generic distributed at the retail and mail service levels?
8. What type of MAC pricing is utilized (i.e., HCFA Scale, Proprietary Scale, Other)?
9. What percentage of drugs is on the MAC listing?
10. Does your firm re-price MAC, specifically is the amount you pay the network pharmacy the same amount you charge to the employer groups?
11. What is your organization’s current generic fill rate?
12. What is your turnaround time for processing manual/paper reimbursement claims?
13. Describe any pharmacy management programs available.
14. Identify any contractual agreements that require steerage to any prescription drug manufactures.
15. What geographic offices of your organization would handle the network and mail order programs? What are the days of the week and hours of operation for the mail order facility?
16. What geographic offices of your organization would handle the network and mail order programs? What are the days of the week and hours of operation for the mail order facility?

2.04 Pricing Structure/Fee Proposal. PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN **180** CALENDAR DAYS AFTER THE RFP CLOSING DATE. Pricing will be scored with the lowest total cost/fee proposal receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing and Fees will be reviewed in accordance with the City’s Ordinances and Charter in conjunction with the Ohio Revised Code.

**FEE PROPOSAL**

	Year 1 – 2025	Year 2 - 2026	Year 3 – 2027
<b>*** All Fees are assumed guaranteed unless otherwise noted</b>			
Medical claims	\$	\$	\$
Medical client advisor commission	\$	\$	\$
Network Access fee	\$	\$	\$
Stop loss Interface fee	\$	\$	\$
External Pharmacy Benefit Manager (PBM) Interface fee (if applicable)	\$	\$	\$
Nurse Management	\$	\$	\$
Utilization Management	\$	\$	\$
Disease Management / Chronic Care Condition	\$	\$	\$
Telemedicine fee	\$	\$	\$
Medical and pharmacy integration	\$	\$	\$
Claim Fiduciary	\$	\$	\$
Pre-Authorization of Check Release	\$	\$	\$
Ad hoc reports and analysis	\$	\$	\$
Custodial Banking	\$	\$	\$
ID card mailing charge	\$	\$	\$
Subrogation	\$	\$	\$
Custom data files / reporting fee	\$	\$	\$
Other / Additional Items:	\$	\$	\$
Other / Additional Items:	\$	\$	\$
Wellness Credit (Annual)	\$	\$	\$

**FEE PROPOSAL CONTINUED**

1. All fees or charges related to services must be identified in the fee proposal above. All implementation fees or charges must be included in the administration fees quoted above. Monthly premium rates should be provided on a composite basis.
2. Brokerage commission should be as requested according to schedule outlined above.

3. Proposals should assume duplication of the current High Deductible Health Plan (HDHP) with HSA and HRA benefit structure.
4. Proposals shall be considered valid through December 31, 2024. The City reserves the right to request additional information and clarification until December 31, 2024.
5. The City will not pay any up-front fees prior to the January 1, 2025, effective date for services.
6. Administrative service fees and/or stop loss insurance premium rates related to the self-funded arrangement should be provided on a two-tier (employee and family) and a composite basis. Please also provide a four-tier basis.
7. The City is interested in carving out the prescription benefit. Please provide your quotes bundled and unbundled.
8. Are you able to provide Performance Guarantees for “initial services” related to the implementation of the plans(s) and “ongoing” services related to claim payment and customer service? If so, please detail “initial” and “ongoing” performance guarantee arrangements for the City of Dayton.

### SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Procurement.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton’s position to encourage the greatest participation possible on all projects connected with any aspect of the City’s auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER’S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City’s online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council  
371 West Second Street, Suite 100  
Dayton, Ohio 45402

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

**3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.**

**ARTICLE 1. TERM**

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2027, whichever date is earlier. The Agreement shall be renewable for 2 one (1) year optional periods at the discretion of the City.

**ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor shall provide all services necessary to complete the Services that are described in the Scope of Work above, which is incorporated herein by reference.

**ARTICLE 3. COMPENSATION**

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

**ARTICLE 4. CITY'S RESPONSIBILITIES**

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

**ARTICLE 5. STANDARD OF CARE**

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one-year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

**ARTICLE 6. INDEMNIFICATION**

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

**ARTICLE 7. INSURANCE**

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

#### ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

#### ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

#### ARTICLE 10. STANDARD TERMS

##### A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**B. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

**C. COMMUNICATIONS**

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State Zip Code \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Title: \_\_\_\_\_

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

**D. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically, rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

**E. WAIVER**

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

**F. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision.

**G. INDEPENDENT CONTRACTOR**

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

M. PCI COMPLIANCE

Bidder/proposer ("Offeror") represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
  - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
  - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
  
2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. ([https://www.pcisecuritystandards.org/documents/PCI-DSS-v3\\_2-AOC-Merchant.docx?agreement=true&time=1493826893795](https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795) or <https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795>).

Selection one of the following and initial on the adjacent line:

- Not Applicable ("N/A") \_\_\_\_\_
- Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC's are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. \_\_\_\_\_

N. LIVING WAGE ORDINANCE

"I certify the proposing entity complies with the City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages."

YES       NO



City of Dayton, Ohio  
 Department of Human Resources  
 THIRD-PARTY ADMINISTRATION OF HEALTH INSURANCE, PHARMACY BENEFITS AND STOP-LOSS COVERAGE  
 RFP No. 24-033HR  
 JUNE 2024

**EXHIBIT A – LETTER OF TRANSMITTAL**

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer’s name and address exactly as it would appear in a contract:

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

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

City, State, Zip: \_\_\_\_\_

Proposer’s Phone Number: \_\_\_\_\_

Proposer’s Fax Number: \_\_\_\_\_

Proposer’s E-mail Address: \_\_\_\_\_

**Form of Ownership**     Sole Proprietorship     Franchise     Partnership     Corporation  
 Joint Venture     LLC     Other (Specify): \_\_\_\_\_

If a corporation, state of incorporation: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): \_\_\_\_\_

**Please include your IRS Form W9 with your proposal.**

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.       Yes       No

SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

**EXHIBIT A – LETTER OF TRANSMITTAL (continued)**

**COMPANY PROFILE AND BACKGROUND**

Name of Proposing Company: \_\_\_\_\_

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: \_\_\_\_\_

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearest to Dayton, Ohio: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): ##-#####

**Key Personnel:**

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio  
Department of Human Resources

THIRD-PARTY ADMINISTRATION OF HEALTH INSURANCE, PHARMACY BENEFITS, AND STOP-LOSS COVERAGE  
RFP No. 24-033HR  
JUNE 2024

**EXHIBIT B – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM**

By informal resolution 31876-21, the City of Dayton is prohibited from Procurement, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 31876-21.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered “forced labor” under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: \_\_\_\_\_  
Bidding Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature/Title: \_\_\_\_\_  
Federal I.D.#: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_



EXHIBIT C- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



Type of Tax Filing: (check all that apply)

- 1. Employee Withholding FEIN #
2. Corporate Earnings FEIN #
3. Individual Ownership Earnings SSN #
4. Partnership Earnings FEIN #

Company Name Phone #

Mailing Address City St. Zip

Local Business Address City St. Zip

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction

Your Accounting Period? Calendar Year or Fiscal Year ending on

Withholding Information \*Quarterly Withholding cannot exceed \$600.00

- Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction
Do you submit withholdings QUARTERLY\* or MONTHLY?
Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature Title Date

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401 (937) 333-3500 ~ Fax (937) 333-4280

CS-25c