

City of Cleveland

REQUEST FOR PROPOSAL

DECEMBER 2, 2013

RFP Issue Date:..... Monday, December 2, 2013

Questions Deadline Date: Monday, December 16, 2013 @ 2:00 PM

Marketing Lines:..... Medical
Prescription Drug
Stop Loss Insurance
Vision

Pre Bid Conference: Thursday, December 12 @ 12:00 pm

Pre Bid Conference Location:..... City Hall
601 Lakeside Ave, Room 514
Cleveland, OH 44114

Inquiries to: drapposelli@city.cleveland.oh.us

Proposal Due Date: **Monday, December 23, 2013 @ 11:00 am**

Sealed Proposals: Dominic Rapposelli
Human Resources Department
The City of Cleveland
601 Lakeside Ave, Room 121
Cleveland, OH 44114

Benefit Effective Date: April 1, 2014



City of Cleveland

Frank G. Jackson, Mayor

Human Resources Department

601 Lakeside Avenue, Room 121

Cleveland, Ohio 44114-1081

216/664-2498

www.cleveland-oh.gov

December 2, 2013

To Whom It May Concern:

The City of Cleveland, through its Director of Human Resources, is soliciting proposals from qualified firms interested in providing medical, stop loss, prescription drug, vision, and wellness program coverage.

You are invited to submit proposals to provide benefit coverage and/or administrative services for employees of the City of Cleveland in accordance with this RFP document.

Vendors may submit proposals to meet all requested insurance needs of the City of Cleveland, or may choose to offer proposals for only one specific benefit plan.

If your firm is interested, please submit to the City one original and four hard copies as well as two additional copies burned in CD-R format: one un-redacted and the other redacted. Submit the proposals in sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package.

Sealed proposals may be mailed or hand delivered to the address listed on the cover and must be identified on the outside of the envelope(s) as: "[Company Name] Response to the City of Cleveland 2014 RFP". Faxed or E-Mailed submissions will not be entertained.

No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

Any contract that results from this process will be between the City of Cleveland and the vendor submitting the selected proposal(s).

A Pre-Bid Conference will be held on Thursday, December 12 at 12:00 pm in room 514 in City Hall.

The selected provider will be notified as soon as practical after analysis of all proposals required in compliance with this request. The City reserves the right to review details of services with potential vendors to ensure system compatibility prior to contract award. The City may conduct finalist meetings the week of January 6, 2014. It is anticipated that the contract will be awarded no later than April 1, 2014.

Sincerely,

Dominic Rapposelli

TABLE OF CONTENTS

- i. **General Information 1**
 - Introduction and Background 1
 - Representations 1
 - Objectives 2
 - Eligibility and File Maintenance 3
 - Required Reporting 4
 - Finalists 6
 - Proposal Process and Compliance 6
 - Attachments 8
- ii. **Proposal Information 9**
 - Project Schedule and Deliverables 9
 - Proposal Requirements 9
 - Qualifications for Proposal 13
 - Insurance 13
 - Proposal Contents 14
 - Proposal Evaluation; Selection Criteria 16
- iii. **Benefit Parameters 18**
 - Medical: Current 18
 - Medical: Proposed 18
 - Wellness: Current 23
 - Wellness: Proposed 23
 - Stop Loss: Current 24
 - Stop Loss: Proposed 24
 - Self Funded Rx: Current 25
 - Self Funded Rx: Proposed 25
 - Vision: Current 26
 - Vision: Proposed 26
- iv. **Required Documents 27**
 - Form W9 27
 - Non Competitive Bid Contract Statement for Calendar Year 2014 28
 - The Office of Equal Opportunity Notice to Bidders and Schedules 29
- v. **Interrogatories 49**
 - Interrogatories: General 49
 - Interrogatories: Medical 51
 - Interrogatories: Wellness 60
 - Interrogatories: Stop Loss 62
 - Interrogatories: Prescription Drugs 64
 - Interrogatories: Vision 68

GENERAL INFORMATION

INTRODUCTION AND BACKGROUND

The City of Cleveland (the City) has operated a fully insured PPO and HMO medical plan through Medical Mutual of Ohio (MMO) for over five years. Members on the MMO medical plan are covered on the self funded prescription drug plan operated by CVS Caremark through the Health Action Council since 2009. In addition, for over five years, the City has operated a fully insured HMO plan thru HealthSpan (Kaiser Permanente). The City currently has had vision coverage thru EyeMed since 2011.

The total number of employees eligible for the Medical programs is approximately 7,500. Employees are eligible for coverage first of the month following date of hire. The purpose of this Request for Proposal is to gather information from your organization relative to the City's required scope of service and key selection criteria. Organizations selected as finalists may be expected to address more detailed issues regarding financial and other specifics of their organization and operations. These same finalists may be expected to participate in interviews with the City.

The City's objectives are as follows: 1) Low cost administrative services; 2) Cost efficient health care plans for employees and the City; 3) Support of City's wellness objectives and programs. The City expects both intellectual and financial support from its vendors in this area. Vendors who support all areas of the City's wellness program will be given favorable considerations; 4) Stop Loss without Excess Risk Measures; and 5) Pharmacy Management Solutions.

REPRESENTATIONS

The statistical data and general information contained in these specifications are, to the best of our knowledge, complete and accurate. However, any such data and information released with the specifications are representations and not warranties by the City of Cleveland. Each company submitting a proposal shall assume full responsibility for reliance upon information included in the specifications to meet its underwriting needs and determination of the appropriate rating structure.

Any questions or clarifications **must be submitted in writing via email**. No other form of question will be accepted.

All proposals submitted must be net of commission. No broker commissions will be paid on any product line.

All responses and the contents thereof will be deemed to be a public record under Section 149.43 of the Ohio Revised Code which states information is open to public inspection after a vendor has been selected and contract has been executed, if any. It is encouraged that a vendor may include one additional electronic copy of its response with any proprietary trade secret information redacted and marked as such with a brief written basis as to why it believes the information is protected from disclosure. Neither a proposal in its entirety, nor proposal price information will be considered confidential or proprietary. In the event that the City of Cleveland receives a public records request to which, in the City's sole discretion, any of a vendor's materials are responsive, the City of Cleveland may release the vendor's redacted materials, or in the event no redacted materials are submitted, the vendor's un-redacted materials without notice to the vendor. In the event any of the vendor's redactions are challenged, the vendor shall have sole responsibility to defend such redactions at its cost and expense. The City of Cleveland will not institute any legal action to defend any of vendor's redactions, but will notify the vendor of such challenges.

GENERAL INFORMATION

OBJECTIVES

The City of Cleveland is seeking qualified insurers that can provide coverage for its employee population. In responding to this RFP keep the following in mind:

- The City is interested in consolidating provider relationships if possible, while maintaining access and quality standards. Those proposers offering unified solutions will be given favorable consideration.
- Proposals should demonstrate an ability to deliver guarantees in the following areas:
 - Implementation
 - Customer service
 - Account service and management
 - Reporting timeliness and accuracy
 - Network discounts
 - Performance
- The City of Cleveland will entertain both self-funded and fully insured quotations. These proposals may be bundled or unbundled.
- At a minimum, the proposal must duplicate the current benefits and plan designs as described in the summary plan descriptions. Any deviations from the current benefit/plan design must be clearly outlined in writing and placed into “Exceptions”. Otherwise, we will assume your proposal is based on an exact duplication of all existing benefits.
- The City of Cleveland reserves the right to add Silver level medical plan designs as outlined by PPACA once those coverage levels have been defined.
- Proposals which offer a multi-year rate and/or fee guarantee will be given favorable consideration. At a minimum, the provider will enter into a contract with the City for one year with two renewable options for 2015 and 2016.
- Services provided by the chosen proposer must meet the following criteria:
 - The service/account representative must be a direct contact with your home office on the City of Cleveland’s behalf to handle any problems that may be difficult to resolve.
 - Access to online reporting or arrangement that monthly reports are emailed to the City of Cleveland and consultant
 - Timely payment of claims
 - Verification of discount
- The City of Cleveland is interested in wellness initiatives. The City of Cleveland expects both intellectual and financial support from its providers in this area. Currently the City does not receive wellness dollars from vendor partners. Creative parameters/enhancements, as well as those offering wellness funds to assist these City of Cleveland programs will be given favorable consideration. The successful proposer will assist with all City-wide health fairs and wellness initiatives.

GENERAL INFORMATION

- The successful proposer will be expected to work together in a mutual partnership with the City of Cleveland to ensure the achievement of these objectives and administer the program in accordance with the specific needs of the City of Cleveland.
- The City of Cleveland’s objective is to have transparency in all contracts with full disclosure.
- The proposer will be expected to complete the attached rate sheets in the format designated by the City of Cleveland. Any nuances must be clearly specified in the comments section.
- Any proposers chosen must agree to an independent audit upon request. The City of Cleveland will provide the chosen proposers 60 days notice of intent to audit and the audit will be performed at the City of Cleveland’s expense. Should the findings result in a reimbursement to the City of Cleveland, the chosen proposers will have 90-days to comply or be considered in breach of contract.
- Selected providers will:
 - Consult with the City to publicize the new provider and benefits to employees (e.g. supervisors and to all employees)
 - Supply employer with all brochures and literature regarding the medical, prescription drug and vision program as part of the cost of administering the program
 - Assist with employee education efforts, attend annual open enrollment meetings and participate in all City wide health fairs
 - Adequate staff must be supplied during open enrollment meetings
 - Staff must be able to respond to all employee questions
 - Staff members must be available to provide presentations
 - Staff members will be responsible for the distribution of enrollment materials
 - Issuances of ID cards are required prior to the effective date. Summary Plan Descriptions (SPDs) or certificates must be distributed to the City of Cleveland employees prior to the effective date.
 - Providers will provide reporting as outlined in “Required Reporting”
 - Ensures compliance of City’s plans with any and all changes mandated by the Affordable Care Act
- Fully insured and self funded proposers must include integration with the City’s chosen drug vendor for accumulating copay’s. Preference will be given to providers who include this integration at low to no cost.

ELIGIBILITY AND FILE MAINTENANCE

The successful vendor must be able to take enrollment information electronically on City employees and dependents.

The City will determine the eligibility of all employees and dependents (enrollees). Employee and dependent enrollment will be furnished electronically by the City weekly for new hires and qualifying event changes during the month. The City utilizes an electronic enrollment system. Chosen carriers will be required to integrate electronically and accept the City’s format which is a HIPPA Compliance 834 standard file layout.

GENERAL INFORMATION

The open enrollment will be active for all eligible employees. The City will also remit to the appropriate vendor fees based on the eligibility data.

The vendor will be responsible for reconciliation of the payment to the membership data. The City also requires that it be able to electronically update the successful vendors' eligibility systems as needed online, in real time.

Chosen carriers will be required to integrate electronically and accept the HIPAA Compliance 834 format after each open enrollment and on a weekly basis thereafter.

The City requires that all currently eligible employees and dependents will be considered eligible for the medical and prescription drug benefits on April 1, 2014.

The City shall coordinate the required activities with the City's designated COBRA administrator.

REQUIRED REPORTING

The City of Cleveland will require all chosen providers to provide monthly, quarterly, semi-annual and annual reports that provide financial and administrative information necessary for management of the plan to both the City and its chosen consultant. Providers can provide access by emailing reports or provide direct access via an online reporting center. If the chosen provider provides access to an online reporting center, the provider will be responsible for educating the City and its chosen consultant on utilization of this center.

The City of Cleveland will require its chosen providers to provide seamless reporting integration with the City's chosen stop loss provider. The chosen vendor must provide the exact process by which large claims reporting will be delivered to the City, its chosen consultant, and its stop loss provider.

In addition, if an outside selected Health Risk Assessment vendor is chosen, the City will require integration of its wellness data from the selected Health Risk Assessment vendor to the chosen healthcare vendor's disease management teams. Please outline your capabilities and any potential road blocks. Beginning in 2014, the City will base employee contributions off of completion of health risk assessments and biometric screenings, so the selected vendor must also provide monthly reporting of employee participation in these programs to the City.

The chosen provider will provide the City of Cleveland detail that will back up the weekly funding request in "csv or txt" format for all self funded claims. The chosen vendor will deliver the feeds and billings to both the City and its chosen consultant on a mutually agreed upon day each week.

If your firm utilizes any shared savings or other methodologies for discounting non-network claims, you will be required to provide a semi-annual report of the billed charges and paid claims so the City of Cleveland may audit the effectiveness of the programs and any associates fees.

Finally, monthly, quarterly, and semi-annual management reports are due within 30 calendar days after the end of the period. All annual reports are due 45 days from the close of the plan year. This data will be provided to the City in accordance with appropriate confidentiality policies. These management reports should include, at minimum, the following:

GENERAL INFORMATION

Monthly Stop Loss Reporting *(Medical/Prescription Drug Providers)*

- The ASO vendor must be able to provide the selected stop loss carrier with carrier required information including, at a minimum, claims at 50% of the specific and any required¹ preliminary notification of potential large claims.
- Please keep in mind that the City of Cleveland defines paid claims as any valid payment by the ASO carrier to a provider that is issued within in the contract period. The payment itself does not have to be cashed by the provider.
- For instances in which reports generated from the ASO carrier conflict with the City’s paid claim definition, the ASO carrier MUST provide a final year end report to rectifying all discrepancies at no cost to the City of Cleveland.

Weekly Funding Request Reports *(All Self funded Providers)*

Weekly feeds will backup each ASO funding request for all self funded carriers. At a minimum, this feeds should include:

- Subscriber Social Security Number
- Subscriber Plan and Group Number
- Member name and relation
- Claims number
- Type of claim if vendor is elected for more than one line of coverage (medical, drug)
- Service date
- Paid Date
- Invoiced Amount
- Deductible Amount
- Coinsurance Amount
- Drug Claims: Drug claims must include type of script (retail/mail order), generic/brand indicator

Monthly Reports *(All Medical, Prescription Drug and Vision Providers)*

- Management Summary Report: A summary of monthly paid claims² including employee/member contract counts and year-to-date totals in aggregate and by plan sub-group (*does not matter how large/small the sub-group is*).
- Paid Claims Lag Report: A summary of claims paid during the current month sorted by month incurred
- Large Claims: A summary of all claimants greater than \$10,000 plan year-to-date must be made available to the City and its chosen consultant. This summary should include: Claimant Name, Subscriber Name, Subscriber Full ID, Claimant DOB, claimant plan, claimant gender, claimant relation, claimant status (active/termed/COBRA), claimant diagnosis, total paid claims
- Selected proposer must provide twelve months of paid run-out claims reporting at minimum upon termination of contract

¹ Preliminary Notification of potential large claim varies by stop loss carrier. Once the stop loss carrier has been selected, a copy of the required reports will be sent to all carriers awarded with the City’s contract.

² If the group provides a fully insured offer, the monthly reports must include paid “premium”.

GENERAL INFORMATION

Medical Quarterly Reports

- Plan Year to date Utilization data will include:
 - Major Disease & Injury Classifications
 - Facility Utilization reports (must include paid amounts, # of visits and # of members)
 - Inpatient/Outpatient/Professional breakouts
 - Demographic (*average cost/employee, gender*)
 - Claims and contract counts by relationship (employee, spouse, child)
 - Claims and contract counts by plan
- Cost Savings Reports: provider, discount savings, non-network UCR/R&C savings, COB savings

Prescription Drug Quarterly Reports

Plan Year to date Utilization data will include:

- Top 100 drugs (includes # of utilizers, # of scripts and paid claims)
- Top 100 therapeutic classes (includes # of utilizers, # of scripts and paid claims)
- Year to date Breakout for retail/mail order
- Year to date Breakout by tiers (generic, preferred, non-preferred)
- Claims and contract counts by relationship class (EE/SP/CH)

Semi Annual Reports (*All Vision Providers*)

- Plan year to date data must include network vs non network utilization reports.
- Plan Year to date utilization data must include at a minimum number of services as well as paid amounts for: exams, lens, frames and office visits.

Year End Reports

- Carrier must deliver an annual report which includes a detailed study of utilization statistics

FINALISTS

Finalists may be required to complete additional RFP components, which may include:

- Medical CPT analysis
- Medical DRG analysis
- Medical/Rx/Vision Disruption analysis
- Medical/Rx Claims repricing

Any of the above information will be considered proprietary and subject to a non-disclosure agreement. Finalists will be notified and have the right not to participate. However, this may exclude them from further consideration. **Finalists will be notified and provided with the appropriate information for these analyses outside of this RFP.**

PROPOSAL PROCESS AND COMPLIANCE

The following describes the anticipated proposal process, including timing, expected response format, requirements for interaction regarding questions, and contact information. Please note that the City of

GENERAL INFORMATION

Cleveland reserves the right to accept or reject any and all proposals and any technicalities or irregularities therein.

All data included in this RFP and accompanying appendices, as well as census data, are proprietary to the City of Cleveland. It is for your exclusive use in preparing a proposal.

Process Timetable

The following schedule has been established for selecting a supplier for this RFP:

Release of RFP	December 2, 2013
Deadline for question submission	December 16, 2013
Proposal submission deadline	December 23, 2013
Final decisions	January 2014
Begin implementation	January 2014
Effective date	April 1, 2014

The project timetable will be adhered to during the project's duration; any changes are subject to the sole discretion the City of Cleveland.

Required Worksheets will have an extensive prescription drug discount comparison that will be kept confidential and should not be included in any redacted materials. However, if you require Non-Disclosure or Confidentiality agreements in order for the City to receive this information, please email them immediately to drapposelli@city.cleveland.oh.us. The City will need a minimum of two weeks to review so keep this in mind prior to submission. This data MUST be submitted in electronic format by the Proposal Deadline.

Response Format/Distribution

All material submitted during the proposal process becomes the property of the City of Cleveland for their use and disposition. **One original and four hard copies are required in total; two additional copies should be burned in CD-R format; One in full and the other redacted (*redacted is optional but highly recommended*).**

CD-R label should include:

[Company Name] Response to the City of Cleveland 2014 RFP
[Full or Redacted]
Contact Name
Contact Phone Number and Email

Questions

All questions regarding this RFP are to be submitted in writing to the City of Cleveland at the following contact information:

Dominic Rapposelli
Email: drapposelli@city.cleveland.oh.us

ATTACHMENTS

Attachments to this RFP include the following:

- City of Cleveland 2014 Bid Information.xls
 - Rate History
 - 2013/2014 Employee Contributions
 - Medical/Rx/Vision Census
 - Medical/Rx/Vision COBRA Census
 - Medical/Rx/Vision Claims
 - Medical Large Claims
 - Top Drug/Top Therapeutic Class Drug Information
 - Wellness Program Data Load
- Caremark SBC
- EyeMed Certificate
- Kaiser Certificate
- MMO HMO Certificate
- MMO PPO Certificate
- MMO SMP CMM Certificate
- Gerber Life Rx Stop Loss Contract
- City of Cleveland Required Worksheets.xls
 - Fully Insured Comparison
 - Fully Insured Options Comparison
 - Minimum Premium Comparison
 - ASO Comparison
 - Stop Loss Comparison
 - Rx Comparison & Specialty Drugs
 - Vision Comparison

PROPOSAL INFORMATION

PROJECT SCHEDULE AND DELIVERABLES

The City has established the following list that the vendor will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. The City reserves the right to add related services as needed.
- B. Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the Director and all other Services have been satisfactorily performed and accepted by the Director (“Term”).

PROPOSAL REQUIREMENTS

Submission of Proposal

Each vendor shall submit its proposal(s) in the number, form, and manner, and by the date and time and at the location required in Section I above.

- a. Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP. The proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
- b. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.
- c. If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a written request for clarification or interpretation to Dominic Rapposelli via email at drapposelli@city.cleveland.oh.us

The City’s Rights and Requirements

- a. The Director, at her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City’s designated representatives for interview or presentation to further describe the Proposer’s qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

PROPOSAL INFORMATION

- b. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as it may be in the City's best interest.

Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

Cleveland Area Business Code

Requirements: During performance of this Agreement, Contractor shall comply with all applicable requirements of the Cleveland Area Business Code, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any Regulations promulgated under the Code, which Code and Regulations are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply: When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

- Under the Cleveland Area Business Code, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly

PROPOSAL INFORMATION

encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.

- The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the Cleveland Area Business Code - Notice to Bidders and Schedules. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.city.cleveland.oh.us>. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City's Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any Regulations promulgated under the Code, and the OEO Notice to Bidders & Schedules are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred,

PROPOSAL INFORMATION

laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

- Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for equal employment opportunities in the Contractor’s recruitment, selection, and advancement processes.

Term of Proposal’s Effectiveness

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal effective date.

Execution of a Contract

The successful proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

“Short-listing”

The City reserves the right to select a limited number (a “short list”) of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentations in writing.

Proposer’s Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

Anticipated Proposal Processing

The City anticipates it will - but neither promises nor is obligated to - process proposals received according to the schedule outlined on the cover.

PROPOSAL INFORMATION

Interpretation

Neither the City nor its consultant is responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

QUALIFICATIONS FOR PROPOSAL

Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

- i. Provide evidence that it has a minimum of five continuous years of experience. Within the last five years of providing and implementing the required services and deliverables described in this RFP.
- ii. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
- iii. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.
- iv. Submit with its proposal at least five written, verifiable, references dated within the last three months from clients for which the Proposer has rendered services substantially similar to those sought by this RFP, and recommending Proposer for selection for such services. Include the client name, contact name, telephone and email address of clients within the State of Ohio with whom you have had a working relationship, as a reference for the City. Include the number of participants for each group. (*Preferably, the references should be governmental units.*) In addition, please include the same contact information for two additional groups that recently terminated coverage.

INSURANCE

The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent if applicable. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- i. Professional liability insurance with limits of not less than \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two years after satisfactory completion and written acceptance of the services under the contract.
- ii. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.

PROPOSAL INFORMATION

- iii. Statutory unemployment insurance protection for all of its employees.
- iv. Such other insurance coverage(s) as the City may reasonably require.

PROPOSAL CONTENTS

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

- A. **Cover Letter:** The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization including, at least, in one or more attachments or in the Proposal, Proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.

If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not an Ohio corporation, please state whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.

If the Proposer is a sole proprietorship, state the name of the proprietor doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.

If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

- B. **Executive Summary:** The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.
- C. **Exceptions:** Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, Proposer understands that if the City accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.
- D. **Qualifications:** In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements

PROPOSAL INFORMATION

and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers. At a minimum, please include, the following:

How Proposer meets or exceeds qualifications;

- i. A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
- ii. The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five years;
- iii. The name, location, and date of all Proposer's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five years; and
- iv. The names and addresses of at least three references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.

E. Proposed Services

- i. Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:
 - a. An organizational chart specific for the proposed engagement or project;
 - b. Resumes of key management personnel;
 - c. An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or project;
 - d. If applicable, a detailed description of the professional services/training to be provided;
 - e. Trouble shooting/follow-up protocols;
 - f. Project management tools to be used in implementation
- ii. Description of Completed Project: Proposer shall submit a detailed description of the engagement or project, as completed for submission.
- iii. Environmental Sustainability: Describe how the proposed services/project/solution incorporated environmental sustainability

F. Financial Information: The Proposer shall include the following financial information:

- i. Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principals, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last 12 months. Owners of closely-held

PROPOSAL INFORMATION

- corporations must submit a personal financial statement, current to within six months of the proposal date;
- ii. Ownership of the Proposer. If the Proposer is a corporation and its outstanding stock is held by fewer than 10 persons, the name and residence address of each shareholder and his/her shares of outstanding stock must be listed.); and
- G. **Proposers Affidavit:** Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it 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 proposed to result from its proposal, and further agreeing that no such money or reward will be paid.
- H. **Additional Required Documents:** Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:
- i. The Office of Equal Opportunity Notice to Bidders and Schedules;
 - ii. Federal Form W-9 including Taxpayer Identification Number;
 - iii. Non-Competitive Bid Contract Statement for Calendar Year 2014 (*the 2014 version is currently unavailable, successful bidder will be required to complete this statement prior to April 1, 2014*)
- I. **Interrogatories and Attachments:** Please fill out Interrogatories and include in this section. Please make sure to include all requested attachments from the Interrogatories in this section as well.
- City of Cleveland required worksheet in **excel** (City of Cleveland 2014 Required Worksheets.xls)
 - Interrogatories (Interrogatories.doc)
 - Interrogatories Attachments (labeled with the # of the associated question)

PROPOSAL EVALUATION; SELECTION CRITERIA

- A. **Evaluation Methodology.** The City department/division issuing this RFP will evaluate each proposal submitted. The department will present its recommendations to the City Board of Control (“Board”). The Board may, but shall not be obligated to, entertain formal presentations. The Board may approve one or more contracts to one or more firms. The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a “best and final offer” from Proposers meeting the minimum requirements.
- B. **Scoring of Proposals.** The City will score each Proposal in each of the following categories:
- i. Experience and Staff
 - ii. Program Management Plan
 - iii. Proposed Services
 - iv. Proposed Fees
 - v. Sustainability
 - vi. Schedule/Timeline

PROPOSAL INFORMATION

The ratings are not intended or to be interpreted as a reflection of a Proposer's professional abilities. Instead, they reflect the City's best attempt to quantify each Proposer's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

- C. **Disqualification of a Proposer/Proposal:** The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

BENEFIT PARAMETERS

MEDICAL: CURRENT

The City of Cleveland (the City) has operated in a fully insured plan through Medical Mutual of Ohio and HealthSpan (Kaiser Permanente) for five-plus years. The total number of employees participating in the medical programs is approximately 6,590.

The City of Cleveland policies were updated April 1, 2013 to reflect removal of dual coverage for City of Cleveland employees; no employee and/or dependent may be covered by more than one City-sponsored plan.

A full rate history, census, claims from April 2011 onward³, and employee contributions can be found in the attachment: City of Cleveland 2014 Bid Information.xls.

Currently there is \$1.90 PEPM broker compensation built into the fully insured medical rates. However beginning in 2014, all fully insured offers should be net of any compensation. The City will pay its consultants on a direct fee basis.

Please note the Kaiser HMO plan currently has copays that accumulate to the annual out-of-pocket maximum. The Medical Mutual plans do not have accumulating copays. The Medical Mutual HMO plan has an exam-only vision benefit included with the medical.

MEDICAL: PROPOSED

Carriers can choose to provide fully insured, minimum premium or self funded options. Please note that if you are quoting a self-funded option, the HMO's will become EPO's, and the vision benefit included in the Medical Mutual HMO will need to be removed and not duplicated. Please note that although the City will entertain all types of funding, the City's preferred method of funding is self funding and preference will be given to self funded offers.

All carriers quoting the medical are asked to provide wellness dollars the City can use for wellness activities as outlined in the Wellness: Proposed.

The stop-loss quotes can be bundled or unbundled. If quoted unbundled, the proposer must clearly identify any stop loss carrier they do not interface with. All quotes must clearly break out all fees and be rated on a composite PEPM basis. No additional fees will be paid for reporting interface with an outside stop-loss carrier. For proposers offering self-funded quotations, the City will not carry an imprest balance with any provider.

All quotes must be on a "full pass through" arrangement for discounts. No other arrangements will be considered. Entities providing back-up networks for out of network claims must clearly define the discount arrangements and offer the formula for fee calculation as part of the submission. Additionally, these networks must be defined in the Interrogatories.

In addition, please quote a minimum premium option for the City with the following parameters:

- Quote 105% and 110% aggregate corridor
- Include a Terminal Liability option
- Specific stop loss at \$200k, \$250k, and \$300k
- Net of commission

³ HealthSpan claims lag behind, data only available through July 2013

BENEFIT PARAMETERS

Proposals which offer a multi-year rate and/or fee guarantee will be given favorable consideration. At a minimum, the provider will enter into a contract with the City for one year with two renewable options for 2015 and 2016.

Services provided by the chosen proposer must meet the following criteria:

- The service/account representative assigned to the City must be located in a local Cleveland office and be able to be contacted directly by the City to handle any problems that may be difficult to resolve
- Access to online reporting or arrangement that monthly reports are emailed to the City of Cleveland and requested parties
- Timely payment of claims
- Verification of discount
- The City of Cleveland is interested in wellness initiatives. The City of Cleveland expects both intellectual and financial support from its providers in this area. Currently the City does not receive any wellness support or funds from any vendor. Vendors offering creative parameters/enhancements, as well as those offering wellness funds to assist these City of Cleveland programs will be given favorable consideration. The successful proposer will assist with all City-wide health fairs.

At a minimum, the proposal must duplicate the current health benefits and plan designs as described in the summary plan descriptions. Any deviations from the current benefit/plan design must be clearly outlined and placed into “Exceptions”. Otherwise, we will assume your proposal is based on an exact duplication of all existing benefits.

The City of Cleveland reserves the right to add “metal” level medical plan designs as outlined by PPACA at a later date.

Beginning in 2014, all offers should be net of any compensation.

PPACA

All proposals should include any legislative requirements for Health Care Reform, and should be duly noted in the proposal.

Medical Utilization Review

The chosen medical provider will provide Utilization Review services which include pre-certification or pre-determination of certain services as required, medical necessity and appropriateness review and retrospective claim review.

Pre-admission certification and length of stay (“LOS”) assignment will be performed according to medically accepted criteria. Retrospective medical claim review will be performed according to medically accepted standards.

Appropriateness review will be performed according to generally accepted standards of medical practice using established criteria.

BENEFIT PARAMETERS

The provider will identify and evaluate cases for potential case management using appropriate screening criteria including, but not limited to:

- LOS exceeding 15 days for a child; LOS exceeding 30 days for an adult.
- Cases with a diagnosis indicating severe and/or high-cost care such as closed head injury, high-risk pregnancy, stroke, cancer, AIDS, etc.
- Cases where total inpatient expenses exceed twenty-five thousand dollars (\$25,000).

Utilization review services are designed to assure the efficiency of hospital and ambulatory care paid for by the plan, without compromising quality of care or participant satisfaction. Plan participants are subject to a reduction in reimbursement pursuant to the terms of the Plan if they do not adhere to Utilization Review notification requirements.

Claim System and Claims Processing

The claim system should be highly automated and interact with all components of utilization review. The claim system should collect sufficient claim control, patient specific, financial, and clinical data so that meaningful utilization analysis can be undertaken from the claims data. Monthly paid claims data will be sent to the City for analysis. The claims data must contain complete and accurate information.

The City requires that the vendor be responsible for processing claims according to the City's proposed benefit structure. When administering claims under the plan, the vendor is required to investigate and resolve any issues regarding questionable claims for benefits and services. The vendor is required to provide adequate notice in writing to any person whose claim for benefits under the plan has been denied, setting forth the specific reasons for such denial, and shall afford a reasonable opportunity to any person whose claim for benefits has been denied for a full and fair review by the vendor of the decision denying the claim.

It is preferred that the vendor establish a dedicated claims processing unit to service the City of Cleveland's account. It is preferred that the dedicated claims unit be located within the State of Ohio. The City of Cleveland requests this unit be staffed with personnel who have a minimum of two years of relevant claim processing experience. Supervisors should have a minimum of three years of claims processing experience and two years of supervisory experience.

It is preferred that the vendor establish and maintain a dedicated Customer Service inquiry unit for the City. The inquiry unit should be available, at a minimum, to answer telephone calls between 8:00 a.m. and 5:00 p.m. Monday through Friday. This unit will provide telephone, written and email inquiry response to City of Cleveland employees. This is in an effort to provide uniform responses to inquiries and to provide the City with feedback with respect to plan administration problems. In the case of an out of state vendor, or in the case of an in-state vendor when a long-distance call would otherwise be required, a toll free telephone service line must be provided.

Account Service Team

The City of Cleveland will rely on its vendors to provide a level of account service that will permit the efficient operation of the plan. The City of Cleveland is requesting one full time dedicated individual locally based in Cleveland, Ohio to be responsible for coordinating all of the City's service needs. Service items may include but are not limited to: data reporting needs, resolving claim and service problems, identifying opportunities to

BENEFIT PARAMETERS

improve the program's efficiency, etc. In addition, the City of Cleveland requires the dedicated marketing/service representative to remain in contact with the City of Cleveland in person, by phone or via e-mail at a minimum of one call per month for the duration of the relationship with the City. The City of Cleveland requests that during the period commencing thirty (30) days prior to open enrollment, customer service hours for health plan vendors for City of Cleveland employees should be extended to 7:00 p.m., Monday through Friday.

Performance Guarantees for Account Service

The City requires the account service team to meet or exceed the following performance guarantees:

- All inquiries require an acknowledgement of receipt within one business day, included in the response should be the immediate steps that will be taken to resolve the issue
- Provide regular follow-up on all open issues every three business days at minimum
- If the regular account serviceperson is out of the office, the name, phone number, and email of a back-up that can be reached that day should be provided immediately via out-of-office reply or voicemail message

Balance Billing, Coordination of Benefits, Subrogation and Hold Harmless Provision

Providers in the medical networks must agree to refrain from balance billing enrollees in excess of the network fees and must submit all bills and other paperwork on behalf of patients to the vendor.

The administrator shall take all steps necessary to implement the Coordination of Benefits (COB) provisions of the plan and shall cooperate with other organizations in the implementation of similar provisions in their plans. The City's plan will coordinate benefits by the carve-out method. For dependents, coordination is based on the birthday rule. The City of Cleveland requests that duplicate coverage information be maintained on-line by the vendor. For dependents of new employees who have elected family coverage, where the vendor does not already have COB information, the first claim submitted for a dependent will trigger an inquiry. Failure to respond to the inquiry within twenty-one (21) days will result in a claim denial. The vendor will also implement a program to update COB information every twelve (12) months.

The administrator will also be responsible for pursuing the rights of subrogation under the plan. Claims must be identified for subrogation and third party liability coordination. These claims will be paid only after the enrollee or other appropriate individual has completed appropriate subrogation documents. The administrator will follow the activity of each case and pursue appropriate recovery.

BENEFIT PARAMETERS

Fully Insured Options

For those quoting fully insured only, please provide the following alternatives to the current plan:

Plan Design		Option 1		Option 2	
		Network	Non Network	Network	Non Network
Deductible (Embedded)	Single	\$500	\$1,000	\$1,000	\$2,000
	Family	\$1,000	\$2,000	\$2,000	\$4,000
Coinsurance		80%	60%	80%	60%
Out of Pocket Maximum	Single	\$1,500	\$3,000	\$2,000	\$4,000
	Family	\$3,000	\$6,000	\$4,000	\$8,000
Office Visit Copay	PCP	\$20	60%	\$20	60%
	SPEC	\$30	60%	\$40	60%
Emergency Room Copay		\$100	\$100	\$100	\$100
Urgent Care		\$20	60%	\$20	60%

Plan Design		Option 3		Option 4	
		Network	Non Network	Network	Non Network
Deductible (Embedded)	Single	\$750	\$1,500	\$2,500	\$5,000
	Family	\$1,500	\$3,000	\$5,000	\$10,000
Coinsurance		90%	70%	100%	70%
Out of Pocket Maximum	Single	\$2,000	\$4,000	\$2,500	\$10,000
	Family	\$4,000	\$8,000	\$5,000	\$20,000
Office Visit Copay	PCP	\$20	70%	100%*	70%*
	SPEC	\$30	70%	100%*	70%*
Emergency Room Copay		\$100	\$100	100%*	70%*
Urgent Care		\$20	70%	100%*	70%*

**100% after deductible*

BENEFIT PARAMETERS

WELLNESS: CURRENT

The City currently receives no wellness funding from any vendor. Some on-site wellness support is provided by the City's EAP, but no formal program exists. The City currently holds a Wellness Fair every year for one week in August.

WELLNESS: PROPOSED

The City is interested in starting a wellness program for City employees and is requesting quotes for wellness. The chosen vendor will develop, support, and administer the following wellness activities:

- Annual health week/fair
- Annual biometric screenings, flu shots, mammograms, and the reporting of these activities
- Providing annual health risk assessments and the administration of the health risk assessments, including reporting
- Wellness newsletters
- Wellness incentives for participants
- Disease management promotional information
- Wellness committee support
- Any other wellness-oriented on-site educational programs or events such as lunch-and-learns, exercise classes, Weight Watchers, etc.

In addition, the City is offering a wellness/non-wellness premium contribution strategy beginning in 2014. The contribution strategy will hinge on the employees' completion of the health risk assessments and biometric screenings. Any vendors proposing wellness programs should integrate with this strategy and provide the appropriate monthly reporting allowing the City or assigned representatives of the City to track employee participation in the wellness program for contribution purposes.

Wellness finalists will be required to send data in the City's preferred method. This method is spelled out in the "City of Cleveland 2014 Bid Information.xls/ Wellness Program Data Load".

BENEFIT PARAMETERS

STOP LOSS: CURRENT

Currently the City of Cleveland has an aggregate-only contract that covers the prescription drugs. The 2013 financials of this arrangement are as follows:

- Specific: N/A
- Carrier: Gerber Life
- Contract Period: 1/1/13 – 12/31-13
- Coverage: Prescription Drugs
- Contract Type: 21/12
- Maximum Aggregate Benefit: \$2,000,000
- Aggregate Rate: \$2.35 PEPM
- Aggregate Rate Net Commission \$2.25 PEPM
- Notes: Contract is “net” of rebates

STOP LOSS: PROPOSED

The City currently has self funded prescription drugs and is entertaining self funded medical for the 2014/2015 plan year.

The stop-loss quotes can be bundled or unbundled. If quoted unbundled, the proposer must clearly identify any network providers they do not interface with. All quotes must clearly break out all fees and be rated on a composite PEPM basis. Quotes should be provided on a “no laser” arrangement. Quotes that offer renewal caps (such as capping renewals no higher than 40%) will be given preference. Any quotes received outside of this format will not be considered.

Please quote the following options:

- Specific Stop Loss: \$200k, \$250k, \$300k
- Specific Line of Coverage: Medical/Rx
- Contract Effective: 4/1/2014
- Aggregate Line of Coverage: Medical/Rx
- Contract Type: 12/12 and 12/15 “gapless at renewal”
- Maximum Aggregate Benefit: \$2,000,000
- Notes: Rx will be “net” of rebates

For the purpose of the RFP, all unbundled outside stop loss carriers please quote the Stop Loss assuming the Medical Mutual network (since this is their current carrier). Stop Loss finalists will be asked to provide offers on all ASO finalists.

All proposals should assume a duplication of the current benefits and plan design options. All proposals should include any legislative requirements for Health Care Reform, and should be duly noted in the proposal. All offers should be net of any compensation.

BENEFIT PARAMETERS

SELF FUNDED RX: CURRENT

The City of Cleveland prescription drug is currently with CVS Caremark through the Health Action Council. The City utilizes a pass through rebate option using the Caremark National Retail Network.

Plan Design

<u>Copay's*</u>	<u>Retail</u>	<u>Mail Order</u>
Generic	\$5	\$10
Preferred	\$20	\$40
Non-Preferred	\$40	\$70
Day Supply	30	90

**When a generic is available but the pharmacy dispenses the brand-name medication for any reason, employees will pay the difference between the brand name medication and the generic plus the generic copayment*

Clinical Programs

- **Dispense as Written (DAW) Penalties:** Plan design applies a cost penalty when a non-generic brand medication is dispensed by request rather than available generic equivalents.
- **Prior Authorization:** Select prescriptions must meet defined criteria before they are covered by the plan. Program requires prescribers to confirm medical necessity and allows members to appeal a denied claim.
- **Specialty Guideline Management:** Specialty Guideline Management (SGM) ensures appropriate utilization for specialty medications, based on the application of evidence-based medicine guidelines and consensus statements for the appropriate use of the medication in a specific disease state. SGM goes beyond traditional prior authorization by including reviews for medication appropriateness and continual follow-up with the patient. Overall, the goal of SGM is to ensure that the patient gets the right medication, at the right time, for the right duration.

SELF FUNDED RX: PROPOSED

The City is looking to maintain its current plan design and find similar or equivalent clinical programs. The City seeks to partner with service providers who can:

- Provide exceptional pricing efficiencies whether is on a fully transparent, pass-through basis or reinvested rebate model. Please provide your best available offer
- Provide an outstanding pharmacy service resulting in measurable member and provider satisfaction
- Execute strategies to improve the utilization of cost effective generic drugs
- Improve the City members' quality of health care, including monitoring and intervening, as appropriate, in the following situations:
 - Whenever drug related problems are detected
 - Whenever nationally accepted clinical practice guidelines are not met, by suggesting additional or modified drug therapy

These criteria are not intended to be comprehensive, but representative of the factors the City will consider. Any services not specifically mentioned in this Request for Proposal which are necessary to provide the functional capabilities described by a provider must be included in the proposal.

BENEFIT PARAMETERS

VISION: CURRENT

The City of Cleveland currently covers the General Employees under the EyeMed vision plan. There is no employee contribution for the Vision coverage. The City is currently under a five-year rate guarantee with Eyemed, effective 4/1/2011. Currently vision is net of commission.

AFSCME members have their own AFSCME plan and the School Crossing Guards are not eligible for the EyeMed vision plan.

VISION: PROPOSED

Please match current benefits and provide fully-insured quotes for the City to consider. Please provide all quotes net of commission.

NON COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2014

Successful bidder will be required to complete this once the 2014 statement becomes available.



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS

&

OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director

Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.”

**City of Cleveland
Mayor's Office of Equal Opportunity**

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.

- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.
- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2) A. grows food or fabricates goods, whether or not finished, from organic or raw materials;

B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;

C. supplies goods by performing a Commercially Useful Function; or

D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.

(q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.

(r) "Local Sustainable Business" means a Business Enterprise that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

(s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.

(t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.

(u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.

(v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.

(w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.

(x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the

project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their

percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.

- (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. CSB Certification:

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A **City of Cleveland Small Business (CCSB)** is a CSB headquartered within the City of Cleveland.

A **Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. CSB Contract Participation

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

9. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

10. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

12. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSBs.

13. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

- (1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.
- (2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

14. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

15. LPE and SUBE Certification:

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

16. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

17. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

18. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

20. Joint Ventures:

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/oeo>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



**City of Cleveland
Office of Equal Opportunity
Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- Is all requested contact information included?
- Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- Did you specify the total dollar amounts for each subcontract?
- Did you verify that each subcontractor is certified for the type of work to be performed?
- Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- Did the subcontractor specify the total dollar amount of the subcontract?
- If applicable, has the re-subcontracting section been completed?
- Is the form complete and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- Is the form complete and signed?



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

The prime contractor **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

Authorized Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION
ADDITIONAL SUBCONTRACTOR FORM

Project Name:	
Bidder/Proposer Name:	

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: CSB
 MBE
 FBE

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year? Yes No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

- Individual
- Corporation organized and existing under the laws of the State of _____.
- Proprietorship,
- Partnership, or
- Joint Venture consisting of _____.

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		\$

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:

- Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)
- No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

Authorized Subcontractor Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity

SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. **Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.**

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

- 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

Authorized Representative:			
Signature:		Date:	

INTERROGATORIES

Please provide brief, concise answers to the following interrogatories. Answer only those questions which apply to the products being quoted. All responses are to be typed directly below the questions and responses must be typed in blue font and must be contained herein. Responses which indicate “see enclosed” will not be accepted unless specifically requested as an attachment. Under no circumstances is the format of this questionnaire to be changed.

INTERROGATORIES: GENERAL

General Interrogatories are required to be filled out by all vendors submitting a proposal:

1. Respond to the following:
 - a. How long has your company been doing business in Ohio
 - b. Organization structure
 - c. Total number of employees
 - d. Number of employees dedicated to health care claims administration
 - a. _____
 - b. _____
 - c. _____
 - d. _____

2. Please complete the following table, indicating the number of single employer groups for whom you currently provide services. Please separately identify private and public sector plans. Data should be provided separately regarding total firm and proposed claim office (if applicable)

Group size	Private Sector		Public Sector	
	Total	Local	Total	Total
Less than 100 employees	_____	_____	_____	_____
100 - 499 employees	_____	_____	_____	_____
500 - 999 employees	_____	_____	_____	_____
1,000 - 4,999 employees	_____	_____	_____	_____
5,000 - 9,999 employees	_____	_____	_____	_____
10,000 + employees	_____	_____	_____	_____

3. Please provide enrollment statistics by product in Northeast Ohio including the Counties of: Cuyahoga, Lake, Medina, and Summit.

4. Please provide the following financial ratings of your organization, and for any other carriers holding the paper for this contract: A.M. Best, Duff & Phelps, Moody’s Investors Service, Standard and Poor’s, and Weiss.

5. Will you agree to waive all actively-at-work and non-confinement rules for the existing group when the initial enrollment takes place?

INTERROGATORIES

6. Please provide names and brief descriptions of all parent or affiliated companies. Please describe any merger or acquisition activity within the past 36 months or any such changes currently under consideration.

7. Please indicate in which states you currently:
 - a. Are licensed to provide services addressed in this RFP

 - b. Have offices / claims paying facilities

8. Have you had any licenses revoked, terminated, expired, or not renewed within the last five years?

9. Has your organization been involved in any lawsuits during the last five years? If yes, please indicate:
 - a. Number and nature of matters involved

 - b. Resolution / status of cases

10. Please provide a brief resume for each of your senior management personnel and account manger that will be assigned to the City. Please include education, professional experience, tenure with your organization, etc.

11. Health Maintenance Organizations (HMOs) and regulated insurance companies should provide complete copies of your Ohio Department of Insurance regulatory filings for calendar years 2011, 2012, and year to date 2013.

12. Please describe your errors and omissions liability coverage.

13. Please describe bonding coverage currently in effect.

14. Is your organization currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, please specify date(s), details, circumstances, and prospects for resolution.

15. Is your organization currently, or during the past 36 months, been under any form of special supervision by any state or federal entity.

16. Please complete the following table regarding claim lag experience (this would be the average IBNR for your business).

Year	Average Claim Lag (in Dollars)	Average Claim Lag (in Days)
2011		
2012		

INTERROGATORIES

Year	Average Claim Lag (in Dollars)	Average Claim Lag (in Days)
------	-----------------------------------	--------------------------------

YTD 2013

- 17. Please describe your company’s disaster recovery and contingency plans. Are these plans periodically updated and/or tested?

- 18. Please describe your organization’s HIPAA policies on a high level basis. Include your firm’s systems security procedure for accessing, sending, and storing data.

- 19. Does your organization conduct customer satisfaction surveys? If so, please provide copies of your most recent results, and a brief summary of survey methodology.

- 20. Will you specifically survey City of Cleveland’s employees? If so, describe proposed methodology including frequency, sample size, etc.

- 21. Please describe your appeals procedures for participants (and providers for network-based products, if applicable).

- 22. Do you provide any reports or other notification to the employer summarizing formal grievances filed by their employees? Please describe.

- 23. Please confirm there is no compensation of any kind built into your quote.

INTERROGATORIES: MEDICAL

Medical Interrogatories are required to be filled out by all vendors submitting a Medical proposal:

- 1. Respond to the following:
 - a. Percentage of your business represented by health care claims administration services.
 - b. Years in health care claims administration business.
 - a. _____
 - b. _____

- 2. Will your plan pass through all discounts to the City? Is your plan licensed by the State of Ohio Department of Insurance? If yes, please provide the original date of licensure and include a copy of your current active license.

INTERROGATORIES

3. Please provide the following information about your plan and providers pertaining to the locations of City of Cleveland employees.

	Response
Provide number as of 1/1/2013:	
• Primary Care Providers	
• Family Practice	
• General Practice	
• Internal Medicine	
• Pediatrics	
• OB-GYN	
• Specialists	
TOTAL	
What percentage of Primary Care Physicians are accepting new patients?	
• PPO Plan	
• Closed Network Plan	

4. Using the below table, please indicate what percentage of network physicians are:

PPO Network	Board Certified	Board-eligible, but not Board-Certified?
a. PCPs	%	%
b. Specialists	%	%

5. Would you be willing to expand or add providers to your plan at the City’s request? Will you prepare a special communication to providers regarding the City’s entry into the plan and its detailed program requirements?

6. Please provide an electronic file of your provider directory in Excel format with the following fields:

- Provider name
- Provider tax ID
- Provider specialty
- Provider address (including ZIP code)

Include as Attachment Medical-6

INTERROGATORIES

7. In the table below, please specify the percentage of your providers compensated by each of methods listed. Data should be specific to those providers in the Cuyahoga area.

Method of Reimbursement	PCP	Specialist
• Capitation		
• Discount off Reasonable & Customary (“R&C”)		
• Discount off billed charges		
• Fixed fee schedule		
• Maximum allowable charge schedule		
• Withhold/bonus arrangement		
TOTAL	100%	100%

8. a. What is the average Primary Care Physician discount off market average charge?
 b. What is the average Specialist discount off market average charge?

Please provide supporting documentation.

Include as Attachment Medical-8

a. _____
 b. _____

9. Are providers prohibited by contract from balance billing? Explain how claims are adjudicated for hospital-based non-network providers working in a network hospital.

10. Please describe all situations when a member would be responsible for paying all, or a portion of, a provider’s bill under your proposed program(s).

11. Please describe your company’s medical care management strategy. Why should we consider selecting your organization as our medical plan provider?

12. Please confirm that all access fees and other administrative or required reserve charges are included in your rates as quoted.

13. Please confirm that participants and the City will be held harmless under your provider agreements for amounts owed by the plan to the provider.

14. What are your capabilities as it pertains to End Stage Renal Disease if Part B is not elected? Can you administer the plan as if Part B were in effect?

15. Describe your cost structure for covering diabetic supplies, birth control supplies, injectables, Specialty medication, etc., under medical as a discount versus coverage under Rx.

16. Please outline all current wellness programs and services and wellness dollars you are willing to commit to the City’s wellness program that will support the City’s Wellness objectives. Please confirm the City will be able to use the Wellness funds at their discretion. Please make sure to fill out the Wellness Interrogatories.

INTERROGATORIES

17. Please outline the process on how the City would receive the Wellness funds and get reimbursed for Wellness expenses. Please outline the turn around time for reimbursements.
-

Network

18. Please attach a list of participating hospitals in Northeast Ohio. **Include as Attachment Medical-16**
19. What is the percentage of turnover of physicians in your network? Have there been any changes to your Hospital network within the last two years or are there pending terminations to your network?
-
20. Please provide a Geo-Access analysis using the provided employee census file. The Geo-Access analysis must illustrate the overall access percentage by city and ZIP code indicating the number and percentage of employees with and without required access for the following:
- 3 Primary Care Physicians within eight (8) miles of their residence
 - 1 Hospital within ten (10) miles of their residence
- Include as Attachment Medical-18**
21. Please indicate the criteria used to credential providers. How often are they re-credentialed? What are the criteria for dismissal from your network?
-
22. Please list any backup networks for out of network claims. For each network, please define the discount arrangement and offer the formula for fee calculation.
-

Claims Information

23. Please describe your claim resolution process. Are the intake and resolution functions handled by the same person?
-
24. Can employees view current and historical claim information on-line? If so, what are the security guidelines and how far back can members view claim data?
-
25. Describe your process for handling large claims, including oversight and approval.
-
26. What percentage of claims would be auto-adjudicated (i.e., paid by the system after data entry is complete)?
-
27. What procedures do you use in processing claims that are in process when a provider is deleted from the network?
-
28. Please describe your internal audit procedures including frequency, sample size, and selection process.
-
29. Please describe your administrative process to identify and pursue subrogation claims, including any related fees or charges. If subrogation is outsourced, please provide name of firm.
-
30. Under what circumstances must claim forms be submitted by plan participants, and how are claims incurred outside of the service area for urgent or emergency care paid?
-

INTERROGATORIES

31. Please indicate which of the following are maintained or tracked by your claims processing system

Benefit Design	Yes	No
Various co-payment levels	_____	_____
Various co-insurance levels	_____	_____
Scheduled benefit amounts (by procedure code)	_____	_____
Managed care		
• In-Network	_____	_____
• Out-of-Network	_____	_____
Days/visits or other treatment maximums per plan design	_____	_____
Accumulators (dollars)	_____	_____
Individual deductible	_____	_____
Annual maximum	_____	_____
Potential COB opportunities	_____	_____

32. Using the below definitions, what percentage of claims processed by your organization during the last two years were for services provided by a network provider?

	Claim Payment Accuracy	Claim Processing Accuracy	Financial Accuracy	Average Turnaround Time
Northeast Ohio				
2011	_____	_____	_____	_____
2012	_____	_____	_____	_____
YTD 2013	_____	_____	_____	_____
Company Wide				
2011	_____	_____	_____	_____
2012	_____	_____	_____	_____
YTD 2013	_____	_____	_____	_____

- **Claims Payment Accuracy:** Defined as the number of correct payments divided by the total number of payments made, expressed as a percentage.
- **Claims Processing Accuracy:** Defined as the number of correct claims processed divided by the total number of all claims processed, expressed as a percentage. We define “processed” as the handling of a claim by paying it or by requesting additional information. This measure recognizes all claim errors, not just financial.
- **Financial Accuracy:** Defined as the total amount of claims dollars paid correctly divided by the total claims dollars paid, expressed as a percentage. Do NOT offset over- and underpayments in calculating this ratio.
- **Average Turnaround Time:** Defined as the period from the claim office’s receipt of a claim until the transaction is completely processed and the appropriate check and an EOB is issued, or correspondence is issued

33. Please outline the performance, account service/management and discount guarantees you are proposing. Include the formula for how they are calculated and how often credits are paid for performance below the guarantee.

INTERROGATORIES

Customer Service Information

34. What services would you provide in the ongoing administration of the case?
-
35. Will this account have a dedicated claim service team? If so, please list the team membership and their qualifications.
-
36. Provide the following performance statistics for your latest quarter:
- | | Response |
|-----------------------------|-----------------|
| • Average speed to answer | _____ |
| • Call abandonment rate | _____ |
| • Average time to abandon | _____ |
| • Average time in the queue | _____ |
37. Do the customer service representatives also perform claims processing functions, or is claims processing a function performed by dedicated claims processors?
-
38. Is there a toll-free number available to answer questions from the group contact and/or members? Does it include access to provider listings? Are incoming calls recorded and/or logged? Please provide your customer service phone number, location, and hours of operation.
-
39. Do you have Interactive Voice Response (IVR) capabilities before and/or after hours? If yes, during what times is the service available? What information is available to employees via the IVR system?
-
40. Please describe your quality assurance or audit program for customer service.
-

Utilization Management

41. Describe your utilization review process and how it integrates with your medical management and clinical programs.
-
42. List any available cost-control and/or disease management programs, which are available and what costs are associated with these programs, if any?
-
43. What back-up networks does your plan utilize, if any, if a member seeks care outside of a network environment? And how are the discounts calculated for the client? (Self-funded only)
-
44. Is your organization's Utilization Management program AAHC/URAC certified?
-
45. Please describe any contractual or other limitations placed on providers' ability to discuss treatment options with patients. Specifically address new procedures or therapies and utilization of non-network facilities.
-

INTERROGATORIES

Quality Assurance

46. Please indicate your National Committee for Quality Assurance (NCQA) accreditation status, or any other quality assurance designation, which is applicable. Additionally, please provide your plan’s most recent HEDIS reporting. If accredited, please submit a copy of your Accreditation letter with your RFP.

Accreditation Status	Status	Date
EPO & Point of Service Plans		
Excellent		
Commendable		
Accredited		
Provisional		
Denied		
Completed review and pending NCQA response		
Applied for accreditation		
Scheduled review date		
Accreditation Status		
PPO Plans		
Full		
One Year		
Provisional		
Denied		
Completed review and pending NCQA response		
Applied for accreditation		
Scheduled review date		

47. Does your plan have a quality assurance committee? If so, how often do they meet? Please provide a listing of its membership.

48. Please provide a detailed description of the selection process for participating providers that includes:

- a. How often does your provider relations group visit provider offices and why?
- b. What data is gathered in a site visit?
- c. How do you communicate with service network providers and at what frequency?

a. _____

b. _____

c. _____

49. Please enclose a copy of your network quality improvement plan, if available. **Include as Attachment Medical-46**

Administration

50. a. What services would you provide for the initial enrollment and transition to your company?
 b. Will representatives of your company be available in the enrollment process and employee meetings?
 c. Please include (as an attachment) a sample employee communication/material packet.

Include as Attachment Medical-47c

a. _____

INTERROGATORIES

-
- b. _____
51. The City of Cleveland is expected to provide enrollment data during the initial transition to your company. What procedures would you require for new enrollments in the future? The City of Cleveland would like, at a minimum, to continue the current billing procedures as well as the ability to enhance the current situation. For example, if the City of Cleveland may want to have electronic submission of daily changes (additions, deletions, etc.). Can this be accommodated? Are there any additional charges for this service?
-
52. Describe how you will administer this account knowing that the City will not carry an imprest balance and which draft method and banking arrangement is preferred for your self-funded plan only?
-
53. Please specify your implementation team, include a brief biography of each member of the team. Will the City's Account Manager be a part of implementation?
-
54. Identify any administrative functions, which can be handled via the Internet and describe the level and method of client access to eligibility systems.
-
55. Provide the formula that your firm will use to renew this case. The formula should include both fully insured and self-funded retention figures.
-
56. Please explain in detail the steps you anticipate will be needed to ensure a smooth implementation. Include a definition of specific activities and a detailed timetable of events. Please provide an implementation timeline. The timetable should include dates for employee meetings, the issuance of ID cards, claim forms, contracts, administration forms, etc
-
57. Please provide information on eligibility below:
- How frequently are eligibility files updated? _____
- Can the City perform real time on-line eligibility updates? _____
- Please properly indicate if you will accept eligibility updates via: _____
- Fax (Yes/No): _____
 - Phone (Yes/No): _____
 - Hard Copy (Yes/No): _____
58. Please indicate your capacity and related costs, if any, to develop custom I.D. cards, custom claim forms, etc.
-
59. Does your system maintain both employee and dependent eligibility data? Confirm your agreement to accept the electronic eligibility in the HIPPA Compliance 834 standard file layout.
-

INTERROGATORIES

Data and Reporting

60. Please indicate whether the following reporting is available with your system, at no additional charge.

At a minimum, the City requires the following:

- Monthly claims experience by sub-group (group and plan)
- Monthly contract and membership counts by sub-group (group and plan)
- Monthly large claims in excess of \$10,000 with diagnosis/name/ID number
- Summary experience by sub-group and procedure code, MDG and DRG
- Aggregate and detail utilization reports for out-network, as well as in-network
- Comparison of actual plan performance to network goals or other comparative data. Please describe the source of the comparative data. Provide samples
- Top 100 providers reported quarterly by: dollar, volume, code, number of claimants and members
- Claims by relationship class (employee, spouse, child at minimum)
- Disease management
- Case management
- Specific “data slices” to ascertain the answer to a specific question/problem

Please attach samples of these required reports in your response.

Include as Attachment Medical-57

61. Can these reports be produced **electronically** on a monthly, quarterly, and annual basis to both the City and its consultant? If so, in what format? Please provide the standard reporting package that can be prepared for City of Cleveland and indicate what additional charges, if any, would be required for ad-hoc reports.

Include as Attachment Medical-58

62. Please provide samples of the following:

- Claim Form
- EOB
- ID Card
- Group Contract

Include as Attachment Medical-59

63. Please provide a list of all claims data elements that can be accessed if ad hoc reports are requested.

64. Please complete the following table related to reporting capabilities. Please use the following codes for frequency: M = monthly; Q = quarterly; A = annually. In the Cost column, please mark “I” if the report is included in the standard fee.

Report	Frequency	Standard	As Requested	Cost per report (If any)
Check Register	_____	_____	_____	_____
Paid Claims Register	_____	_____	_____	_____
Paid Claims by Service Type	_____	_____	_____	_____
Paid Claims by Provider	_____	_____	_____	_____
Paid Claims by Sub-Group	_____	_____	_____	_____

INTERROGATORIES

65. Provide a sample of a stop-loss detail report and confirm that the reports will be provided at no additional cost. Please confirm that you are willing to send reports directly to the stop loss carriers.

Include as Attachment Medical-62

INTERROGATORIES: WELLNESS

Wellness Interrogatories are required to be filled out by all vendors submitting a Medical or direct wellness proposal.

1. Is your organization able to assist the City with its wellness objectives? If so, please provide a 12 month action plan and the resources that you will use or commit to establishing and managing the plan.

2. Describe the health risk assessment tool your organization offers. What platform do you currently use to deliver Health Risk Assessment (“HRA”) services?

3. For medical vendors, will you charge to receive biometric data to use in conjunction with disease management programs? Will you be able to load this information into the employees’ HRA portal?

4. If the City were to terminate Wellness (or medical) services, would you be willing to provide employee data to transfer to the newly selected vendor?

5. Describe your firm's mission and philosophy regarding Wellness.

6. Do you provide marketing/promotional services? If yes, what services are typically included and what are the costs for those services

7. When considering the employee, what is the minimum PC configuration supported for your HRA platform?

8. Please explain your HIPAA security features.

9. Describe your policy relative to sharing, selling, or otherwise using member data

10. What practices do you have in place to protect the confidentiality of individual information when electronically transferring or storing information

11. Can your system capture data from biometric screening tools? Please indicate which screening tools the data can be collected from.

12. Does your HRA platform encourage and promote health living based on results? Does it track employee progress? Is the data tracked verifiable (ex: uploads from electronic screening tools like pedometers not self reported data by the employee)?

INTERROGATORIES

13. How do you target employees in risk groups once their HRA is completed? What steps do you take to promote health to this population?

14. Will the City be assigned a Wellness manager at no cost? What services would this manager provide?

15. What types of reports can your system generate for both the City and the employees? What is the frequency these reports can be generated? How detailed would the reports be?

16. Can client reports be customized? If so, what are the customization options and the cost impact of customization.

17. Please describe your biometric screening capabilities. If you use an outside vendor, please provide details on this vendor.

18. Describe how your organization will develop content for consumer learning. Are self-education courses available on the HRA portal? Describe how your educational resources promote consumer learning and personal responsibility

19. Will you be able to provide a reports that illustrated return on investment? Is so, what would be the frequency?

20. Provide a sample timeline for promoting Wellness at the City over the next three years.

21. At a minimum, reporting completion of the employee HRA and biometric screening is essential as this will tie into their employee contribution. Please confirm, at a minimum, that you will be able to provide the City with monthly reporting on members who have completed their HRA and biometric screening.

22. Will you be able to conform to the City's preferred method of data delivery as outlined in in the "City of Cleveland 2014 Bid Information.xls/ Wellness Program Data Load?"

INTERROGATORIES

INTERROGATORIES: STOP LOSS

Stop Loss Interrogatories are required to be filled out by all vendors submitting a Stop Loss proposal:

1. What is your initial and renewal underwriting philosophy? Under what circumstances do you laser (be specific)? Is lasering voluntary and at the employer's discretion?

2. Define how you calculate minimum attachment point and under what conditions would you recalculate the Specific and Aggregate premiums? Aggregate factors?

3. What run-in limits will you apply to the Specific and Aggregate contract for the current self-funded piece?

4. Describe your stop-loss reporting package and provide copies of all standard reports. Outline any ad-hoc reports available as well as the cost. What is the frequency of the Stop-Loss reporting provided (monthly, dollar triggers, upon request, other)?
Include as Attachment Stop Loss-4

5. Are you willing to interface directly with the ASO provider/Stop-Loss provider? If not, please indicate why? What are your required reporting elements to adjudicate Stop-Loss claims?

6. What is the turnaround time and steps in processing a Stop-Loss claim and issuing a check to the City? What frequency will the City be reimbursed once a claim exceeds the specific or aggregate stop-loss limit?

7. Are there any restrictions or pending reviews by state or federal authorities for noncompliance with state or federal regulations? If yes, please provide specifics.

8. Would the City's policy be reinsured? If so, what is the dollar threshold for reinsurance on your individual policy? On the aggregate policy? Would the reinsurance be carried by one carrier or multiple? If multiple carriers, please identify the dollar maximums for each.

9. What information would you require from the City of Cleveland and/or their medical carrier to reimburse a claim over the stop-loss deductible amount?

10. Do you have a maximum time frame in which claims must be submitted? If notice is not given in advance of a claim, is the claim still eligible for payment subject to plan provisions?

11. Will you guarantee a 30-day claim payment turnaround for "Complete" specific claims? Are reimbursements by wire transfer or check? Can wire transfer be included at no additional cost?

12. We have provided you with a copy of the existing plan document. The City requires all expenses deemed to be covered expenses under the terms of this plan be covered under the stop-loss. Do you agree?

INTERROGATORIES

13. In the event of a claim, does your proposal assume the acceptance of the claim administrator's determination regarding case management and extra-contractual provisions? Do you require advance notification of an extra-contractual payment made in a large case management situation?

14. In the event of a disagreement between you and the claims administrator, do you agree to accept the ruling of the claims administrator?

15. Do you agree to waive the actively-at-work/non-confinement provision? The actively-at work requirement and non-confinement rules must be waived for active employees, disabled employees, COBRA participants, and dependents of these employees not performing normal activities on the effective date.

16. Please describe in detail how you would treat claims ongoing on the effective date of the contract.

17. Clearly define the terms and conditions of your contract for termination. Please provide (as an attachment) a copy of your master stop-loss contract. Is your contract guaranteed renewable? Is your stop loss renewal gapless? Can you provide the City with rate renewal caps?
Include as Attachment Stop Loss-17

18. The City will require a 180-day signoff on rates. Do you agree? What information will you require to complete the renewal?

19. Please address any other administrative costs to the program, and whether fees are based on all claims or paid claims.

INTERROGATORIES

INTERROGATORIES: PRESCRIPTION DRUGS

Prescription Drug Interrogatories are required to be filled out by all vendors submitting a Prescription Drug proposal:

1. Please complete the tab "Rx Comparison" in the City of Cleveland Required Worksheets.xls Provide all numbers on a 3-tier copay. Please make sure to enter data in each field (*do not ask the City to "reference" other documents*). If you require NON-Disclosure or Confidentiality agreements please have them signed **prior to the deadline**. The City will need a minimum of two weeks to review so keep this in mind prior to submission.
2. Outside of the fees listed in #1, please list any fee that may be incurred through the pharmacy system which falls back to the City:

3. Please address any other administrative costs to the program. (this would included any organizations the City may have to join in order to obtain pricing)

4. Can your program offer guaranteed discounts on the pharmacy program?

5. Describe any generic incentive or intervention programs available to help manage prescription drug costs. What is your current generic substitution rate in instances when the opportunity for substitution is present?

6. Provide a comprehensive list of clinical programs included at no cost in your financial offering. Please describe each program in detail, and the expected annual savings associated with each.

7. Please list any available Disease Management Programs. Be specific as to topic, identification process for member, provide and member intervention, outcome assessment process, number of lives currently enrolled, fees associated and direct and indirect savings to date with each program.

8. What percentage of your network pharmacies participate in on-line submission of claims?

9. Please provide a formulary rebate guarantee either on a per total Rx basis or per contract per month basis. If a per total Rx basis is offered, confirm your guarantee is measured across all claims, brand and generic, formulary and non-formulary, and that no claims are excluded or prorated in the guarantee calculation

10. Are quoted rebates paid on all paid prescriptions?
 - Excluding denied and reversed?
 - Including zero balance, U&C, less than 30 day and generics?

11. Please describe any Drug Utilization Review (DUR) programs in detail.

INTERROGATORIES

12. Are rebates or savings associated with Utilization Management programs included in the quoted discounts?

13. Is the rebate shared or 100% pass through arrangement? Does the 100% rebate include all monies obtained from the pharmaceutical manufacturer?

14. Is network pharmacy directory information available via the Internet?

15. Is drug interaction screening performed by your system at the point-of-sale?

16. Please describe your customer service functions.

17. Can your firm match the formulary current in place? If not, indicate how you will proactively manage member issues during a change over.

18. Outside of the fees disclosed in the pricing exhibit, please list all other fees that may be incurred through the pharmacy system which fall back to the employer:

19. Are your mail and retail discounts and fees a pass-through of your organization's contracted rate or do you generate spread between your billable and payable rates?

20. Where is the location of your toll free number for customer service and dedicated phones lines?

21. Are any claims excluded from your retail and mail discount guarantees? If so, please describe in detail. In your answer, please confirm for your generic guarantee all generic products (MAC and Non-MAC) are eligible for the guarantee when at least two competitors exist for a generic product.

22. The City of Cleveland will provide you with a HIPPA Compliance 834 standard file layout file weekly. Please confirm this is acceptable format.

23. Please confirm that your mail and retail service discounts are guaranteed on an annual basis, and that any shortfall below the guarantee will be credited dollar for dollar by your organization

24. What is the source of AWP used in your billing formula? In your answer, please address what NDC is used to price the transaction

25. Is the lowest AWP consistently used from all available pricing sources – First DataBank, MediSpan, etc?

26. Describe in detail, any partners you have associated with your pharmacy program and how account services, member services and clinical services will be addressed

INTERROGATORIES

27. Provide an overview of your specialty pharmacy offering, including a list of products covered and associated prices off of AWP
-
28. What is your cost management strategy for specialty medications?
-
29. Are any other methods used to calculate discounts other than AWP?
- Usual & Customary Price
 - Zero balanced claims
 - Clinical program savings
-
30. Which of the following is used to calculate the price for compound drugs?
- All ingredients
 - Most expensive ingredients
 - Federal legend drug
 - Other
-
31. What is your Generic Effective Rate? Can you guarantee this?
-
32. Are the same discounts and dispensing fees applied to every mail-order prescription regardless of the days supply?
-
33. Will zero balance due and U&C prescription claims be used when comparing the final dispensing fee/Rx against the guarantee?
-
34. Will denied or reversed prescriptions be used in the above true up against guarantees?
-
35. How are the following prescriptions adjudicated and against which discount guarantee would they apply:
- Single source generics: _____
 - Prescriptions labeled as generic by First DataBank but with two or fewer Manufactures: _____
-
36. Will a fee be paid to access the MAC list and its pricing?
-
37. How will you calculate member cost share? Will the member pay the lesser of copay, U&C or discount – off AWP or MAC – plus dispensing fee?
-
38. Please indicate whether the following reporting is available with your system, at no additional charge.
- At a minimum, the City requires the following**
- Monthly claims experience by sub-group (group and plan)
 - Monthly contract and membership counts by sub-group (group and plan)
 - Quarterly Top 100 drugs (includes # of utilizers, # of scripts and paid claims)
 - Quarterly Top 100 therapeutic classes (includes # of utilizers, # of scripts and paid claims)
 - Quarterly Year to date Breakout for retail/mail order

INTERROGATORIES

- Quarterly Year to date Breakout by tiers (generic, preferred, non-preferred)
- Quarterly Claims and contract counts by relationship class (EE/SP/CH)

Please attach samples of these required reports in your response

Include as Attachment Drug-37

39. Please Attach the following:

- (A.) Please provide a current formulary/non formulary listing in excel format (include 11 digit NDC code in one column, status (Generic, Formulary, Non Formulary) and Name of drug)
Include as Attachment Drug-38a
 - (B.) Proposed MAC List **Include as Attachment Drug-38b**
 - (C.) Sample pharmacy contract the City would sign include all AWP and other pricing discounts
Include as Attachment Drug-38c
 - (D.) Provide a Geo Access report listing two pharmacies within five miles **Include as Attachment Drug-38d**
-

INTERROGATORIES

INTERROGATORIES: VISION

Vision Interrogatories are required to be filled out by all vendors submitting a Vision proposal:

1. Please provide the following information about your plan and providers pertaining to the locations of the City of Cleveland employees:

	Response
Are providers owned by your organization or subcontracted through a third party?	
What percentage of your providers are independent practitioners?	
Total members (employees and dependents) as of 1/1/2013	
Number of providers as of 1/1/2013	
<ul style="list-style-type: none"> • Ophthalmologists • Optometrists • Opticians • Other providers • Total 	
What percentage of network providers is accepting new patients	

2. What type of coverage do you offer for contact lenses and do you offer a mail service contact lens program? Please describe in terms of operation and pricing.
-
3. What types of frames are available under your plan and how many are covered? Please describe your pricing formula for frames and list what is included in a routine eye exam.

4. Are refractions covered and how often?

5. Please complete the following table regarding your financial arrangements in Cuyahoga County:

What percentage of the following are reimbursed via:	Providers	Specialists
• Capitation		
• Discount off R & C		
• Discount off billed charges		
• Fixed fee schedule		
• Maximum allowable charge schedule		
• Withhold/Bonus arrangement		

6. Participants and the City must be held harmless under your provider agreements for amounts owed by the plan to the provider. Please confirm.

7. a. Are providers prohibited by contract from balance billing?
 b. Describe how non-network providers are reimbursed.
- a. _____
- b. _____

INTERROGATORIES

8. Are the reports available online or electronically? If so, in what format? Please attach a sample reporting package including the frequency. At a minimum, the City will require (by plan) monthly contract counts, premium, claims and bi-annual utilization reports (aggregate).

Include as Attachment Vision-8

9. Please outline the performance and discount guarantees you are proposing. Include the formula for how they are calculated and how often credits are paid for performance below the guarantee.

10. How would the City of Cleveland expect the implementation of your program to the employees be handled? Please include any available sample employee communication materials.

Include as Attachment Vision-10

11. A weekly standard HIPPA Compliance 834 standard layout will be provided. Please confirm this is acceptable format.

12. Please provide a Geo-Access analysis using the provided employee census file. The Geo-Access analysis must illustrate the overall access percentage by city and ZIP code indicating the number and percentage of employees with and without required access for the following:

- 2 Optometrists within eight (8) miles of their residence
- 2 Ophthalmologists within eight (8) miles of their residence

Include as Attachment Vision-11