CITY OF STOCKTON

REQUEST FOR PROPOSALS (RFP)

TO PROVIDE MEDICAL PLAN(S) FOR THE CITY OF STOCKTON, CALIFORNIA

(PUR 13-057)

Stockton
All-America City
2004
1999

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, January 16, 2014,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MEDICAL PLAN(S)
(PUR 13-057)

TABLE OF CONTENTS

NOTICE INVITING PROPOSALS 1
PROPONENT'S CHECKLIST 2
1.0 GENERAL INFORMATION 3
1.1 REQUEST FOR PROPOSAL (RFP) PROCESS 3
1.2 INVITATION TO SUBMIT A PROPOSAL 3
1.3 LOCAL BUSINESS PREFERENCE 4
1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL 4
1.5 ACCEPTANCE OR REJECTION OF PROPOSAL 4
1.6 RIGHT TO CHANGE OR AMEND REQUEST 5
1.7 CANCELLATION 5
1.8 EXAMINATION OF PROPOSAL MATERIALS 5
1.9 ADDENDA AND INTERPRETATION 5
1.10 DISQUALIFICATION 6
1.11 INFORMAL PROPOSAL REJECTED 7
1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED 7
1.13 LICENSING REQUIREMENTS 7
1.14 INSURANCE REQUIREMENTS 7
1.15 HOLD HARMLESS DEFENSE CLAUSE 8
1.16 APPLICABLE LAW 8
1.17 METHOD OF PAYMENT 8
1.18 NOTICE TO OUT-OF-STATE VENDOR 8
1.19 TERM 9
1.20 COMPETITIVE PRICING 9
1.21 FUNDING 9
1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE 9
1.23 AUDITING OF CHARGES AND SERVICES 9
1.24 CHANGES 9
1.25 AWARD 10
1.26 PRODUCT OWNERSHIP 10
1.27 CONFIDENTIALITY 10
1.28 OTHER GOVERNMENTAL AGENCIES 10
2.0 BACKGROUND 11
2.1 SCOPE OF WORK 12

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MEDICAL PLAN(S)
(PUR 13-057)

3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT 14
3.1 EVALUATION PROCEDURE AND CRITERIA 16
3.2 PROPOSED DEVELOPMENT COSTS 17
3.3 PROPONENT CONTACT 17
3.4 CITY'S USE OF PROPOSAL MATERIAL 17
3.5 REJECTION OF PROPOSAL 17
PROPOSAL DOCUMENTS 18
PROPONENT'S AGREEMENT 19
NON-COLLUSION AFFIDAVIT 20
PROPONENT'S QUESTIONNAIRE 21
EXHIBIT 1 INSURANCE REQUIREMENTS 38
ATTACHMENT A – CONFIDENTIALITY AGREEMENT 40
ATTACHMENT B - MEDICAL PLAN DESIGNS/ELIGIBILITY 43
ATTACHMENT C - BENEFIT DEVIATIONS 44
ATTACHMENT D - PAID CLAIMS AND ENROLLMENT 45
ATTACHMENT E – SAMPLE CITY CONTRACT 46

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California to provide MEDICAL PLAN(S) (**PUR 13-057**) in strict accordance with the specifications.

The City is seeking proposals from firms that can provide high quality medical care to its members at the most competitive rates with as little member disruption as possible. This projected effective contract start date is July 1, 2014.

Proposal forms and specifications are available on the City's web site at **http://www.stocktongov.com/services/business/bidflash/default.html** and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, **January 16, 2014, at 2:00 p.m.**

The City reserves the right to reject any and/or all proposals received.

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL

via email - Purchasing@stocktongov.com

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: December 12, 2013

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

PROPONENT'S CHECKLIST

CITY OF STOCKTON / PURCHASING DIVISION

Did You:

*___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 18 to 37 AND PLACE IN THE FRONT OF YOUR PROPOSAL.).

*___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

*___ Complete and sign a "Proponent's Fee Schedule" form, (and submit under separate cover).

*___ Sign the "Proponent's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatoree.**

*___ To the City, submit one (1) ORIGINAL (unbound and no staples) and SIX (6) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal and all proposal documents. To Segal, submit a courtesy copy of the proposal and CD.

*___ Review all clarifications/questions/answers on the City's website at http://www.stocktongov.com/services/business/bidflash/default.html.

*___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **January 16, 2014, at 2:00 p.m**. Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.

A) "RFP – TO PROVIDE MEDICAL PLAN(S)"

B) PUR 13-057

C) January 16, 2014

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL
via email - Purchasing@stocktongov.com

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MEDICAL PLAN(S)
(PUR 13-057)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide a fully-insured PPO option to replace the City of Stockton's current Modified self-funded PPO plan. A fully-insured HMO and/or EPO plans can be offered alongside the fully-insured PPO plan. (**PUR 13-057**)

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **2:00 p.m., on, January 16, 2014**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

To the City, ONE (1) original (unbound and no staples) and SIX (6) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "RFP to provide MEDICAL PLAN(S) for the City of Stockton (**PUR 13-057**)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

Also, submit a similar courtesy copy of one proposal and CD to Segal at:

The Segal Company
c/o Tom Morrison
330 North Brand Blvd., Ste. 1100
Glendale, CA 91203

The timeliness of the submission and its acceptance will be determined by the City of Stockton. Any portion or documents submitted to Segal, but not submitted to the City of Stockton will not be accepted.

No unsolicited material will be accepted after the submittal date.

.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter 5.08 shall be granted a three (3) percent bid preference. The three (3) percent preference shall be based on the amount of that portion of the bid, which is subject to sales tax. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City. (Prior code § 3-106.1).

1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL

A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.

B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.

C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.6 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at http://www.stocktongov.com/services/business/bidflash/default.html. Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.7 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.8 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.9 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any

request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL

via email - Purchasing@stocktongov.com

Such request for clarifications/questions/answers shall be delivered to the City by December 19, 2013. Any City response to a request for clarifications/questions/answers will be posted on the City's website at http://www.stocktongov.com/services/business/bidflash/default.html (on January 9, 2014), and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

1.10 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

A. Evidence of collusion among proponents;

B. Any attempt to improperly influence any member of the evaluation panel;

C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of proponent's proposal/proponent's submittal and considered non-responsive.

D A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same supplies, services, or both; provided, however, that subcontract proposals to the principal proponents are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.11 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.13 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.14 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-5037. Any exceptions to this language may result in a non-responsive proposal.

1.15 HOLD HARMLESS DEFENSE CLAUSE

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement. Any exceptions to this language may result in a non-responsive proposal.

1.16 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States City Court for the Eastern City of California, Sacramento Division.

1.17 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.18 NOTICE TO OUT-OF-STATE VENDOR

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the State Board of Equalization directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Purchasing Division at (209) 937-8357.

1.19 TERM

Anticipated contract award is 1 year with the option to provide a rate cap for year 2 and year 3. The projected start date is July 1, 2014.

1.20 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

1.23 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.24 CHANGES

The City's representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's Project Manager, pursuant to the adopted City of Stockton Standard Specifications.

1.25 AWARD

Upon conclusion of the Request process, a contract may be awarded to provide MEDICAL PLAN(S) for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.26 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.27 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term **"CONFIDENTIAL"** on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.28 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

2.0 BACKGROUND

The City currently offers one Kaiser Deductible HMO option (as of September 1, 2011) and one self-insured PPO plan option (called the Modified Plan) to its active employees. Retirees were offered a Kaiser option beginning September 1, 2012 but the Kaiser option was subsequently terminated for retirees on July 1, 2013. Therefore, the only option currently available to retirees is the City's self-insured PPO plan (also called the Modified Plan but with slightly different benefits than the actives' Modified Plan). The City's "Original" plan is a closed plan for retired employees and has only 12 Medicare Eligible retirees.

The current Modified PPO Plan utilizes the Anthem Prudent Buyer Network with claims administered and paid by a third-party administrator, Delta Health Systems (DHS). DHS is aware of the fact that the City is seeking insured alternatives to providing benefits through a PPO network.

CVS Caremark provides prescription drug services for participants in the self-insured plans only effective July 1, 2012.

Contributions

The City negotiated a fixed contribution for active medical, dental, and vision benefits as follows:

	Stockton Police Officers' Association (SPOA)	Non-SPOA
Single	$481	$522
Two-Party	$875	$950
Family	$1,165	$1,262

Retirees must contribute the entire cost of coverage to participate in the City's PPO health plans effective July 1, 2013.

Census and Large Claims

Census and large claims data will be provided upon receipt of the signed confidentiality agreement. Please refer to Attachment A.

Plan Design/Eligibility

Please refer to Attachment B.

Benefit Deviations

Please refer to Attachment C.

Paid Claims and Enrollment

Please refer to Attachment D.

2.1 SCOPE OF WORK

The City is seeking proposals from firms that can provide high quality medical care to its active employees and retirees at the most competitive rates available with as little disruption as possible. The City is exploring replacement options of offering a fully-insured PPO option to replace the Modified self-funded PPO plan. A fully-insured HMO and/or EPO plans can be offered alongside the fully-insured PPO plan. Your fully-insured proposal should include both medical and prescription drug benefits.

Requested Plan Design:

1. PPO – Current Modified Plan. Please duplicate this plan design and list any deviations in Attachment C. Note that the Modified Plan for retirees is different than the Modified Plan for actives.
2. HMO/EPO. As an additional option, you may also propose an HMO and/or EPO plan.

Medicare Advantage Plans will be considered for the Medicare Eligible retirees as a replacement to the existing Medicare Supplement plan.

This projected effective contract start date is July 1, 2014. Please note the Kaiser plan is not being replaced.

The scope of work includes, but may not be limited to, the following criteria.

2.1.1 Account Management

Provide a designated Account Manager and Account Management Team.

2.1.2 Customer Service

Provide customer service to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 5:00 PM (PST) and a phone number for after-hours support.

2.1.3 Enrollment Support

A. Prepare and provide Benefit Presentations

B. Attend Open Enrollment Meetings and yearly Benefits Fair in Stockton, California

2.1.4 Communication/Education Materials

A. Provide bilingual communication/educational materials

B. Patient and Provider Education

2.1.5 Claims Administration

A. Provide claims forms

B. Receive claims and process payments of benefits in accordance with the plan designs for all claims incurred

C. Correspond with participants and providers if additional information is necessary to complete the processing of claims

D. Based on the City's medical plan guidelines and pursuant to the terms and conditions of the City's Benefit Plan booklet, determine benefits payable under the Plan.

E. All Levels of Claim Appeals

2.1.6 Eligibility/Enrollment Administration

Member enrollment and eligibility maintenance coordinated with the City's third party administrator.

2.1.7 Network Management

A. Network medical management

B. Cost management services

2.1.8 Data Reporting

A. Data reporting as outlined in your proposal response

3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents qualification to perform this work, the proposals shall include, as a minimum, the following information:

A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.

B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.

C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.

D. Please submit one (1) original and six (6) copies of your proposal/qualifications. The original should be unbound to allow us to reproduce your proposal, as needed. Additionally, submit one (1) CD with an electronic version of the proposal and all submitted proposal documents. Additionally, a courtesy copy of the proposal and CD must be submitted to Segal.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter must be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.2 Minimum Experience Qualifications Summary

A statement of professional experience and ability.

3.0.3 Management/Method of Operation

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

3.0.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also, provide a description of the experience your firm has had with similar processes.

3.0.7 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

3.0.8 The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

A. Generalized narrative of supplementary information; and

B. Supplementary graphic material

3.0.10 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide administrative services for fully-insured medical plan(s). A key component for the successful firm will be the ability to meet the City‘s performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

A. Proponent’s ability to provide all services as outlined in the Scope of Services;

B. Related experience with similar projects, company background and personnel qualifications;

C. Proponent's Fee Schedule: completed and signed (under separate sealed cover);

D. Proponent's Agreement;

E. Non-Collusion Affidavit;

F. References

G. Recently terminated clients

H. Performance Guarantees

I. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENTS

A) "RFP – TO PROVIDE MEDICAL PLAN(S)"
B) PUR 13-057
C) January 16, 2014

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

EMAIL: _____

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MEDICAL PLAN(S)
(PUR 13-057)

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.

2. They will enter into contract negotiations and furnish the services specified.

3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.

4. They have reviewed all clarifications/questions/answers on the City's website at http://www.stocktongov.com/services/business/bidflash/default.html

5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM	ADDRESS
SIGNED BY	TITLE OR AGENCY
TELEPHONE NO. /FAX NO.	DATE
E-MAIL ADDRESS	

NON-COLLUSION AFFIDAVIT
FOR INDIVIDUAL PROPONENT

No. 1

STATE OF CALIFORNIA,_____) ss.
County of _____)
(insert)

_____being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

_____
(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

AFFIDAVIT FOR CORPORATION PROPONENT

No. 2

STATE OF CALIFORNIA,_____)ss.
County of _____)
(insert)

_____being first duly sworn, deposes and says: That they are the_____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

_____
(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

No. 3

STATE OF CALIFORNIA,_____)ss.
County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____who is the party making the foregoing bid; that the other partner, or partners, are _____that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

_____
(Signature)

_____
(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MEDICAL PLAN(S)
(PUR 13-057)

PROPONENT'S QUESTIONNAIRE

Questionnaire Instructions to Proponents

*****DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING***.**

- Provide an answer to each question even if the answer is "not applicable" or "unknown." Incomplete questionnaires may be cause for disqualification.

- Answer the question as directly as possible.
  - If the questions asks "How many…" provide a number
  - If the question asks, "Do you…" indicate Yes or No **first**, followed by your additional narrative explanation.

- Lengthy responses are less preferred. To avoid this, be concise in your response. Use bullet points as appropriate. Reconsider how to word any response that exceeds 200 words in length so that the response contains the **most important points** you want displayed. Do not refer the reader to an appendix/attachment for further information.

- Proponent will be held accountable for accuracy/validity of all answers.

- Remember, RFP responses will become part of the contract between the winning Proponent and the City.

NOTE: **Please make sure to include an electronic copy of your completed questionnaire in Word Format on the CD with your response.**

DO NOT ALTER THE QUESTIONS.

A. GENERAL RFP REQUIREMENTS

For this section of the questionnaire, answer the question/requirement with a simple "Yes" or "No" answer. If you answer "No" to any of the questions/requirements in this section, please explain the response at the end of the section. The explanation will be reviewed; however, failure to agree to all of the terms requested in this section may cause the City to deem your proposal non-responsive.

1. Do you agree that if this proposal results in your company being awarded a contract and if, in the preparation of that contract, there are inconsistencies between what was proposed and accepted versus the contract language that has been generated and executed, that any controversy arising over such discrepancy will be resolved in favor of the language contained in the proposal or correspondence relating to your proposal?	☐ Yes ☐ No
2. Will you agree to be bound by the terms of your proposal until a final contract is executed?	☐ Yes ☐ No
3. Do you agree to all the terms and conditions in Section I of this RFP?	☐ Yes ☐ No
4. The City reserves the right to offer awards of contract to multiple proponents for any, or all, plans of benefits contained in this RFP. The City also reserves the right to waive its right to award a contract for any plan of benefits contained in this RFP. Confirm your agreement with this provision.	☐ Yes ☐ No
5. You will be required to issue the Contract **within thirty (30) calendar days** after being given a *Notice of Intent to Award* unless waived by the City. Please confirm your acceptance of this requirement.	☐ Yes ☐ No
6. Confirm that your proposed rates exclude commissions.	☐ Yes ☐ No
7. Other than the quoted premium rates in the financial section of this RFP, there should not be any other charges or fees of any kind that will or could apply to the City such as start-up costs, booklets or printing. The fees quoted shall include all services and supplies that could reasonably be expected to be provided to the City during the course of your administration of the plans. Confirm your agreement to this requirement.	☐ Yes ☐ No
8. Please confirm that there will be no adjustments to the proposed fees and/or rates based on actual enrollment or subsequent shifts in enrollment.	☐ Yes ☐ No
9. The City requires that it maintain the right to terminate the contract at any time provided that it gives 60 days advance written notification to the contractor. Do you agree to this provision?	☐ Yes ☐ No
10. Will you transfer enrollment cards, claim information, and other administrative records to any carrier that would replace you in the event of termination of this contract at no charge?	☐ Yes ☐ No
11. Do you agree to the provision that changes in premium rate may only occur on the anniversary date unless required by mandatory benefit changes?	☐ Yes ☐ No
12. Do you agree to include a minimum of 180 days' advanced notice of renewal rates in your contract?	☐ Yes ☐ No
13. Confirm that you agree to waive any and all actively at-work restrictions and pre-existing condition limitations for employees enrolled in the plan on the contract effective date and waive any pre-existing limitation for employees that enroll after the policy effective date. Contract should include such language.	☐ Yes ☐ No

14. Will you agree to accept any specified eligibility rule established by the City?	☐ Yes ☐ No
15. Will you guarantee that all insureds (including COBRA participants), who would have continued to be covered on the plan effective date if there had been no change in carriers, will be covered by your policy on the plan effective date?	☐ Yes ☐ No
16. Will you agree to include in your contract a hold harmless provision that indemnifies the City against liability that arises as the result of negligent acts, errors, omissions, fraud and other criminal acts committed by your network providers, officers, employees, and agents of the organization?	☐ Yes ☐ No
17. Are your PPO and HMO networks licensed in the state of California?	☐ Yes ☐ No
18. Do you agree to maintain compliance with HIPAA privacy and security for the duration of the contract with the City?	☐ Yes ☐ No
19. Confirm that your company is in compliance with all state and federal laws applicable to the programs you are proposing or the services you will provide.	☐ Yes ☐ No
20. Do you agree to provide monthly, quarterly, and annual reporting (*i.e.*, Premium, claims, enrollment and utilization)? - Enrollment: Monthly - Premium: Monthly - Claims: Monthly - Utilization: Quarterly; Semi-Annual and Annual	☐ Yes ☐ No

Explain any "No" answers provided in the requirements above:

B. Experience and Stability

1. Indicate your **most current** claims-paying abilities as rated by: **Independent Rating Agency** AM Best Standard & Poor Moody's Other/Not Rated (circle one and explain)	**Rating** **Date**
2. Has there been any downgrade in your ratings in the last 2 years?	❑ Yes, please explain the nature and reason(s) for the change ❑ No

C. Administrative Services

1. Do you agree to notify the plan sponsor immediately if the network loses any accreditation, licenses, or liability insurance coverage or bonding? *(Check only one)*	❑ Yes ❑ No	
2. Do customer service representatives have on-line access to real-time claim status information? *(Check only one)*	❑ Yes ❑ No	
3. What on-line services/functions will be made available to the plan sponsor via the Internet? (Check all that apply) Provide name of web site and sample password, if applicable:	❑ Claims Summary ❑ Billing History ❑ Premium Rates ❑ Provider Directory ❑ Eligibility Summary	❑ Enrollment Counts ❑ Plan Details ❑ Health Topics/ Medical Information ❑ Address Changes ❑ Other
4. For this question, complete the following table and check all that apply.	**Cost: Included in Rates?**	
A. SPD/EOC in sufficient quantity for membership	❑ Yes	❑ No; Indicate additional cost_____
B. Network Directory in sufficient quantity for membership	❑ Yes	❑ No; Indicate additional cost_____
C. HIPAA Certificates of Credible Coverage	❑ Yes	❑ No; Indicate additional cost_____
D. Other, please describe:	❑ Yes	❑ No; Indicate additional cost_____
5. Will a toll-free number be made available to participants to handle claims or other service issues? (check only one)	❑ Yes, at no extra charge ❑ Yes, at a charge of $_____ ❑ No	

6.	What hours will the telephone lines be staffed by actual customer service representatives? (Please do not include hours the telephone line will be staffed by an answering service. Include weekend hours.)	**Hours**:_____
7.	Indicate the ways in which your organization is able to accommodate the special needs of enrollees. (Check all that apply)	❑ No special accommodations ❑ Have a TDD (Telecommunications Device for the Deaf) or other voice capability for the hearing impaired ❑ We accommodate non-English speaking enrollees by contracting with an independent translation company ❑ We maintain customer service staff with the ability to translate Spanish ❑ We maintain customer service staff with the ability to translate the following languages:
8.	Do you offer a 24 hour telephone Nurse Triage (nurse advice/demand management) telephone program for enrollees? (Check only one)	❑ Yes, staffed by live health professionals, at no additional charge ❑ Yes, staffed by live health professionals, at additional charge of $ ❑ No, not offered ❑ Other:
9.	Which of the following Member Functions do you provide? (Check all that apply)	
	Functions	**By Website**
	A. Eligibility Status/Changes	❑ Yes ❑ No
	B. Provider Directory	❑ Yes ❑ No
	C. Provider Profiles	❑ Yes ❑ No
	D. Plan Details	❑ Yes ❑ No
	E. Health Information	❑ Yes ❑ No
	F. Claim Status	❑ Yes ❑ No
	G. Lab Results	❑ Yes ❑ No
	H. Submission of Referrals	❑ Yes ❑ No
	I. Request for Prior Authorization	❑ Yes ❑ No
	J. Submission of Rx	❑ Yes ❑ No
	K. Other (List)	❑ Yes ❑ No
10.	Do you agree to notify members if a network physician terminates their contract during the plan year? (Check only one)	❑ Yes ❑ No
11.	With regard to the claim offices that will be used, provide the following:	
	A) Location	
	B) Average Claims/Processor/Day	
	C) Annual Claim Volume	
12.	What are your procedures for recovery of third party liens, overpayments or duplicate payments?	

13. Will the plan sponsor have the right to conduct an independent claims audit (i.e. allowing Segal or another vendor to perform a claims audit)?	❑ Yes, with no charge ❑ Yes, with a charge of $ _____ ❑ No
14. List all data elements captured by your claims system so that we can gain an understanding of what information/reporting might be available if needed.	
15. Provide sample standard reports included in your rates. Indicate frequency and format options.	
16. What information/reports are available via on-line access?	
17. Are all implementation costs included in your basic premiums? (Check only one)	❑ Yes ❑ No, indicate additional charge: $_____
18. Indicate non-network equivalent R&C Percentile used for non-network physician reimbursement.	
19. Explain any financial incentives (bonuses) or disincentives (withholds) in network provider contracts that are tied to utilization goals, specialty referrals, member survey results, quality of care outcomes or other performance results.	
20. Are there financial incentives for network hospitals that are tied to utilization goals, readmission rates, quality of care outcomes or other performance results? If so, please explain.	

D. Underwriting Issues

1. Explain the methodology and data to be used for the renewal process. How will projected incurred claims be estimated?	
2. If the group is rated on a community rated basis or blended with manual rates, explain how the community rates or manual rates are derived.	
3. Indicate what factors were used to set the rates for the coverage(s) being requested? Annual Trend Factor Reserve Factor Margin	 _____% of expected claims _____% of expected claims _____% of expected claims
4. Detail any underwriting provisions (rules) you will impose on this group (*e.g., minimum participation requirements)* if any.	

5. What pooling threshold are you proposing? What will be the charge for this pooling feature for the first policy year (please provide on a pmpm basis)?	
6. Retention is guaranteed not to exceed:	_____% of incurred claims in year 1. _____% of incurred claims in year 2. _____% of incurred claims in year 3.

E. Financial Accounting

1. Do you agree to provide a complete financial accounting report for the group?	❑ Yes (attach sample of an actual report) ❑ No
2. How many weeks after the policy anniversary date will your financial accounting report be available?	
3. Do you agree that upon termination of a fully- insured contract with your company, your company would remain liable for the following: (Check only one for each question)	
A) All pending and unreported eligible claims incurred prior to termination?	❑ Yes ❑ No
B) Eligible hospital expenses for an existing period of confinement?	❑ Yes ❑ No
C) COBRA benefits for participants who became eligible for COBRA during the policy period?	❑ Yes ❑ No

F. Network Access

For the following provider types and geographic settings, complete the following tables using driving distance as the measurement of distance. Please make sure that the GeoAccess reports match the total participant counts based on current census data provided. 1. Provide separate GeoAccess results for each network you are proposing. **Standard for Definition of Access to Network Provider** ➢ PCPs : 2 in 8 miles for urban/suburban areas, 2 in 15 miles for rural areas	
➢ Specialists: 2 in 8 miles for urban/suburban areas, 2 in 15 miles for rural areas	

➢ Hospitals: 2 in 10 miles for urban/suburban areas, 2 in 15 miles for rural areas	
2. Other than provider directories and access to providers via your website, what quality or practice pattern data about your contracted providers do you make available to plan participants?	❑ We provide_____ ❑ Nothing at this time
3. Do your PPO contracts prohibit network physicians from having any ownership of outpatient facilities such as imaging centers, surgical centers, and laboratories? (Check only one)	❑ Yes ❑ No ❑ N/A (if HMO only provider)
4. Are PPO referrals restricted to contracted facilities only? (Check only one)	❑ Yes ❑ No ❑ N/A (if HMO only provider) ❑ Yes, unless we do not have a needed facility in our network

G. Coverage and Contract Issues

1. Will you guarantee that all insureds (including COBRA continuees), who would have continued to be covered on the plan effective date if there had been no change in carriers, will be covered by your policy on the plan effective date? (Check only one)	❑ Yes ❑ No, please explain
2. Provide a list of the standard coverage exclusions and limitations for your plan options.	
3. At the outset of a new client contract, how is treatment in progress covered? (Check only one)	❑ Coverage begins on the first day of eligibility, patient can keep current provider until treatment ends and in-network benefits apply ❑ Coverage begins on first day of eligibility and patient must use network provider or receive out-of-network benefits ❑ No coverage until discharged from current treatment
4. At the end of a client's contract, how is treatment in progress covered? (Check only one)	❑ Coverage continues until end of current inpatient stay; else no coverage ❑ Coverage ends on the date the contract terminates

5.	If a participant is totally disabled at contract termination, will your company remain liable for covered medical expenses related to the disability incurred during the twelve consecutive month period following the termination of insurance? (Check only one)	❑ Yes ❑ No
6.	Is a medical conversion policy available after coverage termination?	
7.	Will your organization be issuing and distributing Notices of Privacy Practices as required by HIPAA? (Check all that apply)	❑ To each new plan enrollee ❑ Other

H. Network Analysis

1. DISRUPTION ANALYSIS

As part of the proposal process Segal will also be conducting a network disruption analysis. Please provide us with electronic copies of your Medical Plan(s) networks in County of San Joaquin, County of Stanislaus and County of Sacramento ONLY. If you are proposing an HMO and/or EPO plan in addition to the requested PPO plan, please provide separate network data for each type of plan proposed.

Please send data that conforms to the following specifications - **deviations from these specifications may result in the removal of your network from our analysis**:

Acceptable Media Types

- CD ROM

Acceptable File Format

- Microsoft Excel

Medical Providers and Hospital - Required Fields (please include file layout)

- National Provider ID (MUST BE PROVIDED)
- Provider TIN
- Provider last name – LAST NAME WITHOUT PROFESSIONAL DESIGNATION (DO NOT COMBINE FIRST AND LAST NAME IN THIS FIELD)
- Provider first name – FIRST NAME ONLY WITHOUT MIDDLE INITIAL OR LAST NAME
- 5-digit zip code
- Street address
- City
- County
- Phone number
- Indicator for physicians who are accepting new patients
- Specialty code
  - Primary Care: **PCP** (Includes General Practice, Family Practice, Internal Medicine, OB/GYN and Pediatrician)
  - Specialists: **SPE** (All other physicians)

- Inpatient Hospital: **IHO**
- Ambulatory Facility: **AMB** (Includes surgical centers and imagining centers)

You may also include any other fields that are in your data files, but only the fields listed above are required.

Please include a data dictionary clearly describing all data fields and acronyms.

Note: Be careful not to send us duplicate records **unless** a provider has two or more locations. Our experience dealing with electronic provider listings is that we very often receive two or more records for the same dentist (e.g., "John Smith" and "John A. Smith" with the same provider ID/TIN).

2. SCOPE OF NETWORK

Include a list of all states where your Medical Plan(s) network exists.

3. PROVIDER NETWORK INFORMATION

Please provide the following by each product separately (HMO, EPO, PPO) in Excel.

A. Count of Physicians in the County of San Joaquin, County of Stanislaus and County of Sacramento.

B. List the zip code service areas EXCLUDED within the state of California.

PROPONENT INFORMATION SHEET

Organization Name:	
Date Founded	
Contact Person's Name	
Title	
Address	
City/State	
Phone Number	
E-mail Address	
Fax Number	
Website	

CURRENT CLIENT REFERENCES				
Name	**Contact Name**	**Phone Number and Client Location**	**Number of Employees**	**Contract Start Date**
RECENTLY TERMINATED CLIENTS				
Name	**Contact Name**	**Phone Number**	**Termination Reason**	**Termination Date**

Authorized Signature

FINANCIAL EXHIBITS

Proponents are required to complete all financial exhibits as instructed. Your proposed rates will include the following services.

- Providing ID cards if required (initial, duplicate, additional and replacement cards), online provider directories. Printed versions of the directories should be provided as requested by the members.
- Claims adjudication
- Eligibility Verification and Maintenance
- Data Reporting
- Customer Service including toll free telephone and internet access
- Provider Management and Education
- Patient Education
- Data Requests
- Online Systems for the City members and the City and its designees
- Ad-Hoc Reporting
- Handling of Appeals

All services covered under the rates should be listed. However, some services may be offered as optional or ancillary and be covered by separate add-on fees. For example, separate fees for providing duplicate ID cards can be offered and excluded from the base fees. These fees should be listed separately as an option.

All rates and fees must be binding until the assumed implementation date specified in this proposal and must be guaranteed for a minimum of 12 months, from July 1, 2014 to June 30, 2015 contract period. Thereafter, all rates/fees must be guaranteed for a minimum of each 12-month contract period.

FINANCIAL EXHIBITS

PPO Plan to match the current benefits

Active	**7/01/2014-6/30/2015**	**Year 2 Rate Cap**	**Year 3 Rate Cap**
Employee Only			
Employee plus 1 dependent			
Employee plus 2 or more dependents			

Optional Proposal - HMO/EPO Plan

Active	**7/01/2014-6/30/2015**	**Year 2 Rate Cap**	**Year 3 Rate Cap**
Employee Only			
Employee plus 1 dependent			
Employee plus 2 or more dependents			

_____
Authorized Signature

FINANCIAL EXHIBITS

PPO Plan to match the current benefits

Retiree Under 65	**7/01/2014-6/30/2015**	**Year 2 Rate Cap**	**Year 3 Rate Cap**
Employee Only			
Employee plus 1 dependent			
Employee plus 2 or more dependents			

Optional Proposal - HMO/EPO Plan

Retiree Under 65	**7/01/2014-6/30/2015**	**Year 2 Rate Cap**	**Year 3 Rate Cap**
Employee Only			
Employee plus 1 dependent			
Employee plus 2 or more dependents			

_____
Authorized Signature

FINANCIAL EXHIBITS

PPO Plan to match the current benefits

Retiree Over 65	7/01/2014-6/30/2015	Year 2 Rate Cap	Year 3 Rate Cap
Employee Only			
Employee plus 1 dependent			
Employee plus 2 or more dependents			

Optional Proposal - HMO/EPO Plan

Retiree Over 65	7/01/2014-6/30/2015	Year 2 Rate Cap	Year 3 Rate Cap
Employee Only			
Employee plus 1 dependent			
Employee plus 2 or more dependents			

_____

Authorized Signature

PERFORMANCE GUARANTEES

1. **The City is looking for a flat dollar ($$$) performance guarantee amount that can be allocated by the City across the various guarantees as they choose. Please indicate the amount you are willing to place at risk.**

2. **The City will require specific performance guarantees. In addition, you may provide other guarantees designed to differentiate your program. All guarantees shall be set and measured annually. Measurement of performance guarantees may be based on internal self-reporting, subject to independent audit.**

Performance Category	Performance Standard Description	Proposed	
		Minimum Standard Target	Penalty
Member Satisfaction	Member Satisfaction		
Member Satisfaction	Time to Answer		
Implementation	Enrollment		
Data Reporting	Standard Reports		
Data Reporting	Annual Reports		
Network Access	Average wait time for routine appointment		
Network Access	Provider Turnover		
Network Access	Network Provider / Disruption Minimization Guarantee		

EXHIBIT 1 INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

   A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than $1,000,000 each occurrence.

   B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

   FOR **ADDITIONAL** REQUIREMENT(S):

   (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit.

   (ii) **PROFESSIONAL ERRORS AND OMISSIONS**, Not less than $1,000,000 per Claim / $3,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds*.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:

   City of Stockton
   Attention: Risk Services
   425 N. El Dorado Street
   Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

ATTACHMENT A – CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

Date

Name
Job Title
Company Name
Business Address

Re: PUR 13-057: RFP – Medical Plans RFP for the City of Stockton

Dear :

This confidentiality agreement is between the City of Stockton (Client) by and through the Segal Company, acting as a consultant for Client (Consultant) and ____[Company Name]_____, on behalf of itself and all of its subsidiaries and affiliates, (hereafter "Contractor") and is executed in connection with the Medical Plans RFP PUR 13-057 that Contractor intends to submit to Consultant in response to PROPOSALs issued by Client on behalf of its "Clients."

In order to prepare a responsive proposal, Contractor needs to receive certain Client health plan information and data, including individually identifiable health information pertaining to Client health plan participants and beneficiaries, as well as Proprietary Information. Consultant and Contractor agree that the term "individually identifiable health information" refers to any health information that is not "de-identified," as defined in 45 C.F.R. Section 164.514(b)(2). Consultant agrees to provide the necessary Proprietary Information in connection with this PROPOSAL, and Contractor agrees as follows:

1. Contractor will use this Proprietary Information only for the purpose of preparing Contractor's response to City of Stockton's PROPOSAL;

2. Contractor agrees that only those individuals employed by Contractor who have a need to know this information to prepare a proposal and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to the Proprietary Information provided by Consultant ("Contractor's Representatives");

3. Neither Contractor nor any of its Representatives will disclose the Proprietary Information to any person or entity outside of Contractor, unless such a disclosure is: (a) necessary to prepare a proposal and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law;

4. Contractor agrees to use commercially reasonable efforts to maintain the security of the Proprietary Information;

5. Contractor will return the Proprietary Information to Consultant or destroy it upon completion of the RFP process if such return or destruction is feasible. If Contractor determines that return or destruction of some or all of the information is not feasible, Contractor agrees to: (a) inform Consultant of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Contractor retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible;

6. Contractor will report to Consultant any use and/or disclosure of Proprietary Information that is not permitted by this Agreement;

7. Contractor shall regard and preserve as confidential all Proprietary Information that has been or may be obtained by Contractor in the course of any proposal, whether Contractor has such information in Contractor's memory, or in writing or in other physical form. Contractor shall not, without written authority from Consultant, use any Proprietary Information for Contractor's benefit or Contractor's purposes, either during the RFP process or thereafter;

8. With respect to each PROPOSAL and the Proprietary Information disclosed in connection therewith, the obligations of Contractor assumed in this Agreement shall continue beyond the completion of the RFP process;

9. Contractor shall and does hereby indemnify, defend and hold harmless City of Stockton, Consultant and Consultant's officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that City of Stockton/Consultant may incur or suffer and that result from, or are related to, any breach or failure of Contractor and Contractor's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information;

10. Contractor recognizes that any breach of the covenants contained in this Agreement would irreparably injure City of Stockton. Accordingly, City of Stockton may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction;

11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances;

12. This Agreement shall be binding upon City of Stockton, Consultant and Contractor and their respective successors, assigns, heirs, executors and administrators;

13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter;

14. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made on and performed within the State of California. Any action to enforce this Agreement shall be brought in State of California, County of San Joaquin.

Intending to be legally bound, the Parties have executed this Agreement.

The Segal Group, Inc. For City of Stockton	Contractor
Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT B - MEDICAL PLAN DESIGN/ELIGIBILITY

(SEE ATTACHMENTS ON BIDFLASH)

ATTACHMENT C - BENEFIT DEVIATIONS
(PROVIDED SEPARATELY IN AN EXCEL FILE)

ATTACHMENT D - PAID CLAIMS AND ENROLLMENT

(SEE ATTACHMENTS ON BIDFLASH)

ATTACHMENT E – SAMPLE CITY CONTRACT

PROFESSIONAL SERVICES CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT is entered into on _____ 20XX, by and between the CITY OF STOCKTON, hereinafter referred to as "CITY," and **NAME**, hereinafter referred to as “CONSULTANT.”

Section 1
SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide CITY the services described in Exhibit A, entitled Scope of Services, attached hereto and by reference made a part thereof. CONSULTANT shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside of the scope of services to be performed; (b) CONSULTANT estimates the additional compensation required for the additional services; and, (c) CITY, after notice, approves the additional services and amount of compensation therefore.

Section 2
COMPENSATION

CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner as set forth in Exhibit A, attached hereto and by reference made a part hereof, in a total amount of $**AMOUNT**. Payments specified in Exhibit A shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement unless, pursuant to Section I above, CITY approved additional compensation for additional services.

CONSULTANT will submit monthly invoices to CITY for services completed and reasonable expenses incurred to the date of the invoice. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee and the hours for services.

All invoices sent by CONSULTANT to CITY shall be paid within thirty (30) days of receipt provided supporting narrative and hours billed against the specific task allocations in the contract’s scope of work are included and acceptable to the CITY. Invoices are to be rendered monthly.

Section 3
TERMS AND CONDITIONS OF AGREEMENT

1. Time for Commencement and Completion of Services: CONSULTANT shall commence services on **DATE**, CITY and shall prosecute the services to completion, unless the agreement is terminated as provided for herein or modified by CITY and agreed to by CONSULTANT.

2. Facilities and Property: CITY shall not be required to make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services.

3. License, Permits, and Compliance with Law: Prior to performing any services for CITY, CONSULTANT, if not already in possession of a valid City of Stockton business license, shall obtain at its own expense and maintain for the duration of this Agreement a City of Stockton Business License. In addition, CONSULTANT represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state and federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: CONSULTANT is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CITY shall not control where and how services are performed. CITY shall not reimburse CONSULTANT for business expenses or supplies and shall not provide CONSULTANT with vacation, pension, insurance, or sick leave. CONSULTANT shall provide CONSULTANT'S own office, tools and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

5. Subcontracts: CONSULTANT may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by CITY. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. CONSULTANT shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnify provisions from contractors and subcontractors as CONSULTANT shall determine to be necessary.

6. No Discrimination: In performing the services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, color, national origin, ancestry, sex or any other criteria prohibited by law.

7. Insurance Requirements: Contractor, at Contractor's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-5037. Any exceptions to this language may result in a non-responsive proposal.

8. Indemnity and Hold Harmless: Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City’s acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement. Any exceptions to this language may result in a non-responsive proposal.

.

9. Standard of Performance: CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All services and/or products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of CONSULTANT and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.

10. Ownership and Use of Documents and Electronic Media Deliverables: All completed reports and other data or documents provided or prepared by CONSULTANT in accordance with this Agreement are the property of CITY, and may be used by CITY at its own risk.

11. Resolutions of Disputes, Forum, and Attorneys' Fees: The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of San Joaquin County in the State of California. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

12. Termination: This Agreement shall continue until terminated as provided for herein. CITY may terminate this Agreement at any time by providing written notice to CONSULTANT. CONSULTANT may terminate this Agreement by providing one hundred and eighty (180) days written notice to CITY. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement.

In the event CITY shall terminate this Agreement: (a) CITY shall have full ownership and control of all writings which have been delivered by CONSULTANT pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CITY pursuant to this Agreement; (b) CITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT pursuant to this Agreement provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish the CITY such financial information as in the judgment of the CITY representative is necessary to determine the reasonable value of the services rendered by CONSULTANT.

13. Notices: All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 13 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services

guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To CITY:	City of Stockton City Hall 425 N. El Dorado Street Stockton, CA 95202 Attn: Risk Services
To CONSULTANT:	**NAME AND ADDRESS**

14. Entire Agreement: This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

15. Severability: If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. Headings, Assignment and Waiver: The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any party or any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

17. Auditing: CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

18. Integration and Modification: This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior

negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

19. Authority: The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

NAME AND TYPE OF ENTITY,

By _____
NAME
TITLE

ATTEST:

CITY OF STOCKTON, a municipal corporation,

_____
BONNIE PAIGE
City Clerk of the City of Stockton

By _____
BOB DEIS
City Manager

APPROVED AS TO FORM AND CONTENT:
JOHN LUEBBERKE.
CITY ATTORNEY

By _____
JOHN M. LUEBBERKE
City Attorney