

**REQUEST FOR
PROPOSAL POST-65
RETIREE HEALTH PLAN**
DEPARTMENT OF
PERSONNEL FOR THE
POLICE DIVISION OF
THE CITY OF ST. LOUIS
AUGUST 17 2015

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INTRODUCTION AND PROPOSAL REQUIREMENTS

INTRODUCTION

Mercer Health & Benefits (Mercer), on behalf of the Department of Personnel for the City of St. Louis (City), is soliciting bids for the Police Division's Post 65 Retiree Supplement plan. This request for proposal seeks a vendor to provide a bundled retiree plan offering including Medicare Supplement Plan F, the current creditable coverage prescription drug plan, an alternate prescription drug plan provided through an Employer Group Waiver Plan (EGWP), dental and vision coverage and hearing discount program for an effective date of January 1, 2016 for Medicare eligible participants. Currently, the City of St. Louis offers this benefit on a fully insured group basis, with the exception of the hearing program offered on a discount basis.

Eligible participants include all Commissioned Retirees and Civilian Retirees who were hired prior to September 1, 2013, their spouses, eligible dependent children and any widow/widower of a Commissioned and eligible Civilian Retiree, who are eligible for Medicare Parts A & B. The City pays the full cost of the Supplement coverage for Commissioned and Civilian Retirees.

Objectives

The City wishes to identify a business partner that will help meet its objectives in providing high-quality, cost-effective benefits to its Retirees who are eligible for this plan. The Carrier will meet the following needs:

- Superior customer service to plan participants and the City of St. Louis staff overseeing the program;
 - Access to a quality-focused and cost-effective provider network;
 - Accurate and timely claims administration;
 - Excellent customer service;
 - Administrative performance consistent with industry standards and negotiated contractual provisions
- Ease of administration for the City of St. Louis staff overseeing the program;
- Reliable, meaningful data and reporting from which to make decisions regarding plan management.

Evaluation and Selection Criteria

Key vendor selection criteria include:

- Ability to provide the requested benefit plan designs as indicated herein: Medicare Supplement Plan F, the current creditable coverage prescription drug plan, an alternate prescription drug coverage provided through an Employer Group Waiver Plan (EGWP), dental and vision coverage and hearing discount program;
- Ability to accept a list bill and collect premium payments from the City;
- Ability to direct bill members in certain circumstances, currently handled by a third party, and collect premium payments from those members;

- Ability to disburse payments to various subcontracted Carriers included in the bundled coverage arrangement, if applicable;
- The willingness to provide onsite representation for certain City of St. Louis Department of Personnel Police Division program meetings;
- Complete compliance with plan design specifications and perform administrative services described in the Request for Proposal (RFP);
- Ability to provide monthly listing of all participating retirees and spouses, widows, widowers, and eligible dependent children;
- Demonstrated ability to provide excellent customer service and proactive account management to the City of St. Louis staff overseeing the program and its participating retirees;
- Competitive pricing;
- A commitment to member satisfaction with emphasis on member communication issues;
- Ability to comply with the rules and procedures, such as specialized experience, qualification and technical competence of the firm, its principals, and key staff;
- The capacity and capability of the firm to perform the work within the time limitations - Past record and performance of the firm with respect to schedule compliance, cost control, and quality of work;
- Proximity of the firm to the City;
- Ability of the firm to meet statutory or ordinance requirements;
- Other items that arise as the result of the proposal or interview;
- Compliance with executing contract/policy before the effective date of coverage;
- Demonstrated ability to install the plan efficiently and effectively;
- Ability to provide additional value-added services to the City of St. Louis staff overseeing the plan and/or its participating retirees;
- Clear, concise communication capabilities, including material and information to assist retirees understanding of Plan benefits and how best to optimize the benefits available;
- Assist with the Open Enrollment process and communications;
- Provide experience reports to the City of St. Louis;
- Provide a multi-year maximum percentage of the anticipated amount of premium increase (rate cap) for subsequent years;
- M/WBE and/or DBE participation;
- Other items that arise as the result of the proposal or interview

Key Information

- Eligible retirees and dependents are defined in Section 3, Policies and Procedures.
- The effective date of coverage is January 1, 2016 for retirees and dependents.
- Your organization is expected to comply with the issues addressed in this RFP.
- Following a review, an officer of your plan must sign as indicated on pages 11 and 18.

The City of St. Louis offers Medicare Supplemental benefits for approximately 747 retirees and 158 spouses, widows or widowers of retirees. The City of St. Louis pays 100% of the monthly cost of the retiree coverage. Retirees are responsible for 100% of the cost of dependent coverage. The Commissioned retiree contributions for dependent coverage are made on a pre-tax basis through the City of St. Louis Police Pension Plan or on an after tax basis for Civilian retirees through BeneFLEX (the City of St. Louis Police Division’s billing company) The open enrollment period is from October 15th to November 15th..

The City of St. Louis currently offers the following bundled coverages to eligible participants::

1. Medicare Supplement Plan F through United American Insurance Company;
2. Prescription Drug Plan is a fully insured creditable coverage plan through Fidelity Security Life Insurance Company. PBM is CatamaranRX. The Police Division currently receives a Retiree Drug Subsidy;
3. Dental Plan is fully insured through Delta Dental of Missouri;
4. Vision Plan is fully insured through Avantica;
5. Discount hearing program through EPIC.

Proposed Medical Plan Designs

The Police Division requests your proposal for benefits mirroring the above benefits, along with alternate prescription drug coverage provided through an Employer Group Waiver Plan (EGWP). You must calculate and include the actuarial value of the EGWP and certify that the actuarial value of the plan is a minimum of 64%. Refer to the Appendix for detailed information on plan designs requested. Premiums will be net of commission.

Timetable and Bid Process

Timetable

Task	Completion Date
Request for Proposal Released	August 17, 2015
Submit Intent to Bid to Mercer	August 24, 2015
Vendor Questions Due to Mercer	August 25, 2015
Mercer Q & A to Bidding Vendors	August 26, 2015
Proposal Due Date	September 2, 2015
Final Vendor Decision	September 16, 2015
Effective Date	January 1, 2016
Final Executed Carrier Contract Due to City	December 1, 2015

1. The electronic submission of your proposal for the financial response must be completed in the table provided in the RFP.
2. The remainder of this document is comprised of the Confirmations, Policies and Procedures, Financial Response and Questionnaire. For the electronic submission of your proposal, your organization should respond to all questions in their entirety directly in this Word

document via “tracked changes”.

3. Answers may not refer to other attachments. Proposals should clearly indicate the services which are being proposed and complete the RFP Response Documents in compliance with the RFP instructions.
4. Please reference the table above for key dates. In order to streamline the RFP process, Proposers are encouraged to direct all questions regarding data and the RFP as early as possible in the RFP process to Cheryl McGauly at Mercer via e-mail. All questions must be submitted no later than 4:00 p.m. CDT on August 25, 2015.
5. Proposals will be reviewed by a selection committee. The selection committee is comprised of one representative from the Mayor’s office, one representative from the Office of the Comptroller, one representative from the President of the Board of Aldermen’s office and two representatives from the Department of Personnel. A vendor decision will be reached by the committee NO LATER THAN SEPTEMBER 16, 2015.
6. Cheryl McGauly at Mercer is the designated contact person. No contact with any Committee member is permitted. **No other contact with any City official, staff, or employee is permitted before completion of the RFP process except by invitation to do so. Unauthorized contact regarding this RFP will result in disqualification or rejection of a proposal. All communications and questions that arise concerning this RFP shall be in written form, citing the specific RFP paragraph or issues in question, and submitted via e-mail to the designated Mercer contact.**

Attention: Cheryl McGauly

E-mail: cheryl.mcgauly@mercer.com

PROPOSAL REQUIREMENTS

1. All documents must clearly indicate the name of the responding organization, as well as the name, address, and telephone number of the primary contact at your organization for this bid. All rate proposals require the confirming signature of an officer of your agency.
2. Responses to this RFP must not be conditional, incomplete, or contain any alterations from the format provided. Please state any assumptions clearly and directly.
3. If a party intends to respond to this RFP, the party should submit written notice of such intent, using the Intent To Bid Form, via FAX or e-mail, to Mercer (see Appendix).
4. Submitted proposals must include a cover letter signed by a person authorized to contractually obligate the proposer(s) to the scope, terms, specifications, and pricing contained in the proposal, and must include a signed statement that all proposals, including price are firm for not less than one hundred and eighty (180) days from the proposal submission date.
5. Bidders must base their proposals on the current plan designs (as outlined in the Appendix), and census summarized herein. As part of the proposals, bidders should confirm in writing that the proposal is consistent with the requirements outlined herein and clearly define any and all deviations. Proposals must be presented in the format of the bid forms included in this RFP. All questions must be answered and all instructions must be followed. All proposals must be

submitted by the deadline in their entirety.

6. The City of St. Louis reserves the following rights, which may be exercised at City of St. Louis' sole discretion:
 - To supplement, amend, substitute or otherwise modify this RFP at any time
 - To cancel this RFP with or without substitution or another RFP
 - To waive any defect or irregularity in any proposal received
 - To reject any or all proposals
 - To enter into any agreement deemed by the City of St. Louis to be in the best interest of City of St. Louis with one or more responding vendors
7. Please be advised that by submitting a proposal, each proposer(s) agrees never to claim or file a cause of action or otherwise assert that the City of St. Louis, Agents of Record, employees, officials, and/or legal representatives are responsible or liable in any manner or under any theory of liability for any risks, costs, or expenses incurred by the proposer(s) in connection with this RFP or any proposal submitted, and that this RFP in no way obligates City of St. Louis to award a contract to any proposer(s). If the RFP includes any estimation of volumes or requirements, the City of St. Louis reserves the right to modify any estimated requirements prior to signing an agreement with the selected proposer(s).
8. No proposer(s) shall have a claim against the City of St. Louis, its Agents of Record, employees, officials, and/or legal representatives in the event that any estimated requirements are modified for whatever reason. All proposals and any other materials submitted in response to this RFP will become the property of the City of St. Louis and be retained by Mercer and the City of St. Louis.
9. The Proposer must submit a complete proposal covering all requirements identified in this RFP package in order to be considered. Proposals submitted must be the original work product of the agency.
10. Proposals may be withdrawn prior to the proposal submission date in writing by the Proposer or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such person signs a receipt for the proposal.
11. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the City of St. Louis. There is no expressed or implied obligation or responsibility for the City of St. Louis to reimburse any Proposer for any expenses incurred in preparing a proposal in response to this RFP.
12. All proposals must be submitted in accordance with this RFP. Proposals submitted not in accordance with the RFP's instructions may be rejected. Failure to comply with the specifications and requirements of this RFP will be cause for rejection of a proposal.
13. The City of St. Louis reserves the right to cancel this RFP, the right to accept any proposal, and to reject any or all proposals and to waive informalities and minor irregularities in proposals received. The City of St. Louis, in its sole discretion, will determine whether an irregularity is minor.
14. All proposals shall be deemed final, conclusive, and irrevocable and no proposal shall be

subject to correction or amendment for any error or miscalculation. No proposal shall be withdrawn after the scheduled deadline for submission of proposals.

15. The Proposer is responsible for its own verification of all information provided to it. The Proposer must satisfy itself, upon examination of this RFP, as to the intent of the specifications.
16. No oral interpretation will be made to any Proposer as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the City of St. Louis.
17. The City of St. Louis may accept and award a contract as to one part, aspect or phase, or any combination thereof, of any proposal unless the Proposer specifically qualifies its proposal by stating that the proposal must be accepted as a whole, and any contract awarded as to the entire proposal.
18. The City of St. Louis may, at its option, conduct interviews with companies after receipt of proposals.
19. The City of St. Louis reserves the right to negotiate final contract terms with any agency.
20. The Proposer shall not, subject to immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to a member, administrator, officer, employee, or agent of the City of St. Louis including its Agents of Record, for the purpose of influencing favorable disposition toward a submitted proposal or for any reason while a proposal is pending or during the evaluation process.
21. No Proposer shall engage in any activity or practice, by itself or with other companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the agency's proposal.
22. It is the intent of the City of St. Louis that the final agreement shall consist of the Administrative Service Agreement, Master Group Applications, this RFP, plus any addenda, and the proposal accepted. In the event of a conflict between the proposal and the RFP, the City of St. Louis shall resolve any inconsistency.
23. In the event the agreement awarded by the City of St. Louis is terminated for any reason within 120 days of the due date for proposals, the City of St. Louis reserves the right to negotiate and accept any other submitted proposal.
24. Award of Contract will be made by the City of St. Louis, and the agreement will be entered into with the City of St. Louis. The City of St. Louis reserves the right to split a contract award, and to award multiple contracts if appropriate.
25. All qualified proposals will be evaluated and finalists will be selected based on the evaluation criteria noted herein.
26. The City of St. Louis does not discriminate on the basis of race, color, national origin, gender, age, sexual orientation, or disability in admission or access to, or treatment or employment in, its programs and activities.
27. Proposer(s) response to RFP documentation and questionnaire will be included as part of any

final award of contract. Reliance by the City of St. Louis on information contained in responders RFP shall be used to support and/or resolve any disputes in contract interpretation.

28. Proposer(s) shall be required to comply with all ordinances of the City of St. Louis including Ordinance No. 65597, the St. Louis Living Wage Ordinance. This Ordinance can be found on the City's website at <http://stlouis.missouri.org>. The Mayor of the City of St. Louis has issued Executive Order #28 regarding Minority and Women Business Enterprise included as Appendix G. Proposals should discuss how you will comply with the provisions of said order.
29. The selected Proposer shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. By responding to this RFP, you are stating that you are familiar with all federal, state, and local laws, ordinances, code rules, and regulations that may in any way affect the services and products to be provided.
30. The vendor agrees to keep the information provided herein confidential. This requirement applies whether or not the recipient of the RFP package agrees to bid. Other than reports submitted to either the City or Mercer, the recipient/bidder agrees not to publish or reproduce or in any other way divulge such information in whole or part, in any manner of form, or authorize or permit others to do so.
31. All coverage will be provided on a no loss/no gain basis.
32. The City of St. Louis is not subject to the Employee Retirement Income Security Act of 1974 (ERISA).
33. As a condition for the award of a contract from this RFP, the Proposer shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit (attached hereto in Appendix) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The Proposer shall also complete and submit an affidavit (attached hereto in Appendix) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract pursuant to the above stated statutes.
34. **Sealed proposals, as well as the required electronic (via e-mail) copies of the RFP Response Documents and required attachments for providing the services described herein must be received no later than 4:00 PM CDT on September 2, 2015 and in accordance with the instructions delineated in this RFP. Proposals received after that date and time will be rejected and proposers notified. Each proposer(s) must prepare, seal, and submit an original, 7 paper copies and one (1) electronic copy (via e-mail) of the required cover letter, proposal, RFP Response Documents, and required attachments by the due date and time in a sealed envelope(s) or mailing container(s) to the contacts listed below.**

7 hard copies should be sent to:

**City of St. Louis
Department of Personnel
Employee Benefits Section
1114 Market Street, Suite 900
St. Louis, MO 63101**

The exterior of the sealed envelope(s) or mailing container must be marked:

**City of St. Louis
Proposal Police Division Post 65 Retiree Health Care Benefit Coverage**

An electronic copy of your proposal must also be e-mailed to Cheryl McGaully at Mercer, Cheryl.mcgauly@mercer.com no later than 4:00 p.m. CDT on, September 2, 2015 in order to be considered.

Qualifications of Bidders

1. The Proposer must provide a proposal for the following bundled coverages: Medicare Supplement Plan F, a creditable coverage prescription drug plan, an alternate prescription drug plan provided through an Employer Group Waiver Plan (EGWP), dental and vision coverage mirroring the current levels of coverage and a hearing discount program.
2. The Proposer must provide one central phone number as a point-of-contact for the member's benefit questions to staff who are educated and knowledgeable in the City of St. Louis Department of Personnel, Police Division's benefits.
3. The Proposer must process new enrollee applications and issue ID cards for covered retirees for medical, prescription drugs, dental and vision in a timely manner.
4. The Proposer must provide the annual renewal to The City of St. Louis no later than August 1 prior to the new plan year.
5. The Proposer must provide periodic experience reports as requested by the City of St. Louis.
6. The Proposer must have experience in the administration of the proposed contracts for accounts of similar size and complexity.
7. The Proposer must have the appropriate licensure or authority to do business in the State of Missouri. The Proposer must be current in all taxes and payments **prior to execution of an agreement** City license information can be found on the City's website at <http://stlouis.missouri.org>.
8. Your organization must be able to administer and direct bill retirees or retiree dependents whose payments are not made by the City of St. Louis. Commissioned retirees upon enrollment will need to be direct billed for the first two months until payment is set up under the Pension system. All Civilian retirees, Civilian widows/widowers are direct billed. In addition, Commissioned spouses, widows/widowers may be direct billed for the time between the death of the Retiree and the widow/widowers election to have premiums deducted from their monthly pension checks.
9. Under the bundled coverage approach, your organization is responsible for applicable payment to any subcontractor of services, e.g. subcontract to offer dental insurance.
10. By submitting a Proposal, the Proposer certifies that is not currently debarred from submitting proposals for contracts with any political subdivision or Proposer of the State of Missouri, and it

is not an agent or a person or entity that is currently debarred from submitting proposals for contracts issued by a political subdivision or agent of the State of Missouri.

11. Contract must be executed no later than 30 days prior to effective date of coverage.
12. The Proposer must, in advance of the selection date, have the manpower and equipment necessary to render the program fully operational for the effective date of coverage.
13. The Proposer must be financially stable and solvent satisfactory to the City of St. Louis.
14. The Proposer must permit the City of St. Louis representatives access to visit the local service office prior to contract award, if so desired by the City of St. Louis.
15. The agency's Claims Administrator must maintain a local and/or toll-free phone number available for use by plan participants for claim questions, utilization management issues, and provider network services.
16. The Proposer must be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
17. Consideration will only be given to those companies that provide a multi-year rate guarantee (not to exceed is acceptable).
18. The Proposer must be an equal opportunity employer.

2

CONFIRMATIONS

This section is a request for confirmation of your willingness and ability to meet specific City standards and conditions. If your answer is “*agree without deviations*” you acknowledge your willingness to incorporate the standard, as worded in the confirmation, into the final contract between you and the City. If your answer is “*agree with deviations*” provide a brief explanation of how your plan deviates from the standard. If acceptable to the City, the modified standard will be incorporated into the final agreement. If your answer is “*no*,” this standard will not be incorporated into the final agreement. Provide a brief explanation as to why you cannot or will not accommodate the standard.

Please confirm that:

ACCOUNT MANAGEMENT

A = agree, D = agree with deviations, N = no

1.	Will your plan agree to issue your contract/group service agreement in accordance with all of the provisions of this Request for Proposal (RFP)? If not, please indicate all variances and the reasons for these variances. Please do not refer to your standard contract language as a response to this question.	
2.	You will agree to be available as requested during the implementation process as well as to the Police Division’s benefit staff to discuss outstanding issues.	
3.	You agree to assist the Police Division as needed with enrollment meetings as requested and answer questions for retirees. Assist with additional enrollment questions when Police Department employees become eligible.	
4.	ID cards will not include employee’s social security number. The ID card will show a random number.	
5.	The Proposer will provide one central phone number as a point-of-contact for the member’s benefit questions to staff who are educated and knowledgeable in the Police Division’s benefits.	
6.	The Proposer will process new enrollee applications and issue ID cards for covered retirees for medical, prescription drugs, dental and vision before the effective date of coverage and accept the City’s authorization as proof of coverage.	
7.	Accurate ID cards for new retirees will be sent within 10 business days of receipt of enrollment from the Police Division.	
8.	The Proposer will provide periodic experience reports as requested by the City.	
9.	You will identify your subcontracted relationships and will be responsible for their performance and HIPAA compliance if applicable.	
10.	The following information is included in the appendix of your proposal:	
	a) Sample new member communications	
	b) Sample contracts (fully insured)	

11.	Final contract/policy will be executed by Proposer no later than 30 days prior to effective date.	
12.	The organization will administer and direct bill certain retirees and retiree dependents. Commissioned retirees will need to be direct billed for the first two months after enrollment until payments are set up through the Pension system. All Civilian retirees and Civilian widows/widowers are direct billed. In addition, Commissioned spouses, widows/widowers may be direct billed.	

FINANCIAL

A = agree, D = agree with deviations, N = no

1.	The proposed effective date is January 1, 2016, for retirees.	
2.	Your fee quotes in this RFP and future quotes should assume that you will be responsible for all claims incurred on and after January 1, 2016.	
3.	Premiums are net of commission.	
4.	The City requests that all financial data related to the claim account(s) be provided in electronic format (database or spreadsheet) that will permit the City to easily manipulate the cells/fields.	
5.	The current administrator will process run-out claims. Your fees for future run-out should be provided in this proposal, if applicable.	
6.	You will provide renewal rates by August 1, prior to the renewing plan year.	

Officer Signature _____ Title _____ Date _____

3

POLICIES AND PROCEDURES

Following are provisions we consider essential to include in the Agreement. Please indicate in the space provided your willingness to accept and include the proposed provision in the Agreement, your willingness to accept the provision with proposed revisions or your unwillingness to accept the provision.

Note: Throughout this section, and the sections that follow, the term “Proposer” means a Proposer that is a participating bidder, and the term “group” means the City.

City of St. Louis

This Policies and Procedures document (“Criterion”) details the duties and responsibilities to be undertaken by (“Proposer”) *Insert full legal name.*

The final agreed upon contract regarding health insurance offered to the retirees of the City of St. Louis (“the City”), and such retirees’ eligible dependents, under Police Division of the City of St. Louis’s Post-65 Health Coverage (“Plan”).

This Criterion constitutes an addendum to the group services agreement (“Contract”) between the City and the Proposer. The executed Contract including this Criterion supersedes any and all prior letters of agreement or other agreements, by whatever name called, between Proposer and the City. Participants in the Plan shall include retirees of the Group and such employees’ eligible dependents (the “Participants”). The duties, responsibilities, and services of the Proposer are as follows:

1.0 Proposer Rate (i.e., Effective Dates; Premium Change Notification)

The Proposer rate shall remain in effect for twelve (12) consecutive months from the effective date of coverage or anniversary date thereof. The Carrier rate may be adjusted upon giving not less than one-hundred and twenty (120) days prior written notice to the City, but any increases in rate shall become effective only on the anniversary of the effective date of the Contract or upon the City's prior written approval.

- Accept
- Reject
- Accept with the following revisions

1.1 Premium/Fee Due Date

The City of St. Louis pays the eligible Retiree's cost in full. The monthly payments are made in arrears, on a monthly basis. All current billing arrangements must be duplicated. The Proposer must accept this current method of payment.

- Accept
- Reject
- Accept with the following revisions

1.2 Billing

The City of St. Louis currently self-bills. Payments are made by the Pension Fund and submitted to the Proposer by the Police Division, except for certain circumstances as listed below. The Proposer must accept this current method of billing.

- Accept
- Reject
- Accept with the following revisions

1.3 Eligible spouses, widows and widowers pay 100% of their cost. In certain circumstances, as listed below, members are billed directly (currently by a third party)The Proposer will direct bill members in these circumstances, collect premiums and provide a monthly report to the City.

- a) Civilian Retirees;
- b) Civilian Widows, disabled dependent children eligible for Medicare;
- c) Commissioned who are not having premiums deducted from their checks for Spouses, or dependent children eligible for Medicare;
- d) Commissioned Widows who are not having premiums deducted from their pension checks; and
- e) New Commissioned Retirees who have not been set up in the Pension System.

- Accept
- Reject
- Accept with the following revisions

1.4 Adjustments to Premium Payment (Premium)

Retroactive adjustment may be made for any additions or terminations of enrollees not reflected in the City of St. Louis' records at the time premium is calculated. These retroactive adjustments may be made to future premium/fee payments provided the changes are reported and premium is adjusted within 90 days following the date of change in coverage classification.

- Accept
- Reject
- Accept with the following revisions

2.0 Termination of Contract

The City of St. Louis may immediately terminate the Contract and this Criterion upon written notice to Proposer upon any of the following:

- a) the Proposer becomes insolvent or files for bankruptcy,
- b) the Proposer fails to adhere to any requirement of this Criterion or the Contract, or
- c) the City determines in good faith that the health and welfare of its Participants are in any manner disadvantaged by continuation of the coverage. The City will provide written notice to the Proposer specifying the pertinent facts and circumstances for the termination.

In the event of such immediate termination, the Proposer shall assist the City with an orderly transition of the Proposer's responsibilities, including processing of incurred claims and providing, or arranging for the provision of, continuous care for Participants who are hospitalized at the time of the termination.

Both the City and the Proposer may terminate the Contract and this Criterion either with or without cause, upon not less than ninety (90) days advance written notice to the non-terminating party, and to each Participant.

Except for immediate terminations, any terminations will take effect at the end of the month for retirees.

- Accept
- Reject
- Accept with the following revisions

3.0 Enrollment (i.e., Open Enrollment)

The Police Division of the City of St. Louis shall determine the circumstances under which eligible retirees and their eligible dependents may enroll in the Plan as Participants or dis-enroll. The Police Division of the City of St. Louis shall also determine the circumstances under which Participants may make changes

- Accept
- Reject
- Accept with the following revisions

4.0 Confirmation of Retiree and Dependent Eligibility

An eligible retiree was a full time employee who has retired from the Police Division of the City of St. Louis in accordance with the provisions of the Commissioned Retirement Plan or the Civilian Retirement Plan and is eligible for Medicare Parts A & B.

- Accept
- Reject
- Accept with the following revisions

4.1 Dependent Eligibility

Eligible dependents include spouse and dependent children who are eligible for Medicare Parts A & B. Dependents also include domestic partners

- Accept
- Reject
- Accept with the following revisions

5.0 Coverage Termination Date

The Group may terminate coverage for covered Retirees and/or their dependents on the last day of the month in which a retiree requests coverage termination. The Proposer agrees to arrange to provide covered medical services through midnight of the day the Participant's eligibility is lost.

- Accept
- Reject
- Accept with the following revisions

6.0 Proposer Termination of Employee Participation

In the event the Proposer terminates coverage for a Retiree for good cause, the Proposer agrees to furnish the City of St. Louis with at least sixty (60) days advance written notice specifying why such a decision was reached, if to do so is not in violation of any applicable laws and regulations regarding the confidentiality of such information.

- Accept
- Reject
- Accept with the following revisions

7.0 Access to Retirees

The Proposer shall bear the entire cost of producing its marketing materials and making them available either directly or by mail.

You agree to review claims and make determinations throughout the appeal process based on your understanding of how the benefits are to be administered.

- Accept
- Reject
- Accept with the following revisions

8.0 Independent Contractors

The Proposer, its subcontractors, agents, and employees, including health care providers affiliated with the Proposer, shall at all times be acting as independent contractors of the City of St. Louis and not as its agents. The determination of the extent and nature of the health care services to be provided to Retirees shall be exclusively that of the Proposer and its affiliated health care provider.

- Accept
- Reject
- Accept with the following revisions

9.0 Responsibilities and Covenants

If the Proposer's standardized communications are provided to Participants and/or the Proposer's network providers, they will describe any Plan benefit reductions or other penalties that apply if the Participant (or his or her attending physician)

- a) The medical necessity and/or claim denial letters will contain adequate detail to satisfy current Employee Retirement Income Security Act of 1974 (ERISA) and state law standards;
- b) Clinical criteria are objective, clinically valid, compatible with established principles of health care as defined by the Centers of Medicare Services (CMS);
- c) Proposers will use reasonable timeframes to review appeals that relate to a determination that a procedure is not medically necessary;
- d) Proposers must have available a network of health care providers consisting of physicians and facilities sufficient to assure access to quality health care for all Participants; and
- e) Proposers will use the same care and skill as a similarly situated provider of like service would exercise following commonly accepted health care and managed care practices in the administration of services to be provided under the Contract.

- Accept
- Reject
- Accept with the following revisions

10.0 Use of the City Name

The Proposer shall not use the City's name or the name of any of its affiliates in any solicitation or promotional material without prior written consent from the City.

- Accept
- Reject
- Accept with the following revisions

11.0 Right to Audit (i.e., Quality Assurance Provision)

The City reserves the right to audit, either directly or through its authorized agent(s), the Proposer's compliance with the terms of the Contract and this Criterion. The City further reserves the right, either directly or through its authorized agent(s), to conduct a chart audit or other appropriate review to assess the quality of any services performed by the Proposer or its affiliated health care providers upon reasonable advance notice to the Proposer. Upon providing appropriate assurances as to confidentiality and proper use of medical information, the Proposer agrees to provide the City or its authorized agent(s) with the medical records maintained by the Proposer as well as any data needed to perform audits or other reviews.

* The audits shall be pre-scheduled with the Proposer and shall not interfere with the delivery of care nor compromise confidentiality in any manner.

- Accept
- Reject
- Accept with the following revisions

12.0 Insurance/Liability

The Proposer agrees to adopt and demonstrate adoption of all of the following arrangements to protect the City or any of its affiliates and/or Participants from incurring liability for payment of any fees, which are the legal obligation of the Proposer:

- a) Insolvency insurance at an amount which is sufficient based on relevant industry standards, to cover obligations to providers for services provided to Participants.
- b) A contractual arrangement with medical providers affiliated with the Proposer prohibiting such providers from holding any Participant liable for payment of any fees, which are the legal obligation of the City of St. Louis.
- c) Other protection from liability for its Participants as provided by applicable state or federal laws.

- Accept
- Reject
- Accept with the following revisions

13.0 Confidentiality

The Proposer agrees to maintain the confidentiality of all medical, financial, and other patient specific data pertaining to Participants. The Proposer agrees that, except as otherwise provided herein, such data will not be released to individuals or entities other than the Participant to which the data relate or such Participant's authorized representative except as required by law or as may be required by order of a court having jurisdiction over the Participant.

- Accept
- Reject
- Accept with the following revisions

14.0 Indemnification

The administrator(s)/Proposer(s) will not charge against the City's experience those claim payments not authorized under the benefits plan (except when authorized by the City in writing) if such payments were the result of error, negligence, reckless or willful acts or omissions by the administrator, its agents, officers, or employees.

The administrator(s)/Proposer(s) will indemnify, hold harmless and save the City, its agents, officers, and employees from liability of any kind or nature (including costs, expenses, or attorney's fees) for damages suffered by any entity or person as a result of error, negligence, reckless or willful acts or omissions of the administrator, its agents, officers, or employees.

The above two paragraphs shall hold for the term of the contract with the administrator(s)/Proposer(s) even if not expressly provided for in the contract.

- Accept
- Reject
- Accept with the following revisions

15.0 Notice

Notices to the City, including issues surrounding the Policies and Procedures should be sent to:

City of St. Louis
Personnel Department Employee Benefits
Section Suite 900
1114 Market Street
Saint Louis, MO 63101

This Criterion is effective January 1, 2016 and shall remain in full force and effect until amended or terminated in writing and signed by the City.

Please indicate acceptance of the above and return the signed original copy.

The above is hereby accepted on this _____ day of _____, 2015.

Signature

Title

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FINANCIAL RESPONSE

Fully-insured rates should be entered into the table below. Rates should be on a Per Participant Per Month (PPPM) basis. The rate should include the total amount that would be charged to the group for the coverage and fees for the administration of the overall program. All rates will be net of commission.

Line of Coverage	Brief Description of Type of Plan Proposed	Monthly Premium Per Participant
Medical		
Pharmacy: Current Creditable Coverage		
Pharmacy: Alternative EGWP		
Dental		
Vision		
Hearing Benefit		
Total Monthly Premium with Creditable Coverage RX		
Total Monthly Premium with EGWP		

Clearly describe any and all financial caveats for all insurance lines of coverage noted above.

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QUESTIONNAIRE

Organizational Information

Questions	Answers/Comments
1. Indicate the name of the organization, its legal structure, principal owners, and key management personnel.	
2. Indicate the licensure or authority under which your organization does business in the State of Missouri. Proposer(s) must have the appropriate licensure or authority to do business in the State of Missouri as a health insurance agency, health maintenance organization, or similar licensed entity.	
3. Indicate whether your organization is or has been subject to any disciplinary or regulatory actions, oversight, or supervision by the State of Missouri or any other state relative to the services proposed. Please list the action and outcome.	
4. Specify your organization's office (or offices) from which the City of St. Louis account will be serviced, the name and positions of the account team assigned to the City of St. Louis, and the account executive. Indicate the contact name, title, address, telephone, FAX, and e-mail address for the organization's main contact for questions concerning your proposal.	
5. Indicate if your organization's primary office is within the corporate limits of the City of St. Louis? Does your organization have other offices that are in the corporate limits of the City of St. Louis?	
6. Provide an overview of your organization's scope of services and describe how long it has been in business generally as well as in the St. Louis area. Please describe your organization's experience in providing the services being proposed. Describe your organization's experience in providing similar services to other public employers and to those of the same industry and demographics as the City of St. Louis.	

Account Management/Implementation

Questions	Answers/Comments
<p>7. Who will be the primary account manager for the City's account? The City would like to meet the primary account manager prior to implementation and would like to be assured the account manager is advised of all implementation issues. Please include the following information in your reply:</p> <ul style="list-style-type: none">A. Account Manager Name:B. Office Location:C. Phone Number:D. E-mail address:E. Office Hours:F. Fax Number:	

Direct Bill Administration

Questions	Answers/Comments
<p>8. Provide a description of the process and rules that your organization uses to administer direct billing including grace periods. Please include a sample of the direct bill materials.</p>	

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APPENDIX

APPENDIX A

PROPOSED MEDICAL AND PRESCRIPTION DRUG PLAN DESIGN

The City of St. Louis Police Division currently offers to its retirees and eligible dependents the Medicare Supplement Plan F and a creditable coverage prescription drug plan. Your proposed plans should also be a group Medicare Supplement Plan F and a creditable coverage prescription drug plan eligible for RDS.

The City also requests that you propose alternate prescription drug coverage provided through an Employer Group Waiver Plan (EGWP). You must calculate and include the actuarial value of the EGWP and certify that the actuarial value of the plan is a minimum of 64%.

Complete the chart below for both plans. Include a copy of the benefit summary or contract, the plan exclusions and limitations, and alternate benefit provisions as well as the formulary list with your proposal.

Annual Pharmacy Deductible	Current Catamaran Creditable Coverage	Proposed Creditable Coverage	Proposed EGWP
Individual	\$0		
Retail Copayments (shown for 30 day supply)			
Generic	\$16		
Preferred Brand	\$45		
Non-Preferred Brand/Non-Formulary	15% discount		
Home Delivery Copayments (shown for 3 month supply)			
Generic	\$33		
Preferred Brand/Formulary	\$90-		
Non-Preferred Brand/Non-Formulary	15% discount		
Donut Hole Copay Differential	N/A		
Annual Benefit Maximum	\$30,000		

APPENDIX B

PROPOSED DENTAL PLAN DESIGN

The City of St. Louis Police Division currently offers to its retirees and eligible dependents a PPO plan design:

Your proposed plan design should match the current as closely as possible.

Be sure to clearly note any deviations from the current plan design in services covered under your plans/quotes. If not noted, we will assume no deviations exist. Include a copy of the benefit summary or contract, the plan exclusions and limitations, and alternate benefit provisions.

Dental Plan	Delta Dental	Proposed (list carrier, plan name and network)
Annual Deductible:		
Individual	\$50	
Family	\$150	
Plan Maximums:		
Annual Plan Maximum	\$1,000	
Coinsurance Levels (INN/OON):		
Preventive Services	100% / 70%	
Basic Services	70% / 50%	
Major Services	40% / 30%	

APPENDIX C

PROPOSED VISION PLAN DESIGN

The City of St. Louis Police Division currently offers to its retirees and eligible dependents a participating network plan design.

Your proposed plan design should match the current as closely as possible.

Be sure to clearly note any deviations from the current plan design in services covered under your plans/quotes. If not noted, we will assume no deviations exist. Include a copy of the benefit summary or contract, the plan exclusions and limitations, and alternate benefit provisions.

Vision Plan	Avantica Vision	Proposed (list carrier and plan name)
Service Frequencies:		
Exam Frequency	12 months	
Lenses (Glasses OR Contacts)	12 months	
Frames	24 months	
In-Network Benefits: (INN/OON):		
Exam Copayment	\$10	
Materials Copayment	\$25	
Frame Allowance	\$50 Wholesale	
Elective Contact Lenses Allowance	\$120	
Medically Necessary Contact Lenses Allowance	Paid in full	
Non-Network Benefits:		
Exam Allowance	Up to \$46	
Lenses Allowance (Varies by lense type)	\$47 - \$125	
Frames Allowance	up to \$45	
Elective Contact Lenses Allowance	Up to \$120	
Medically Necessary Contact Lenses Allowance	Up to \$210	

APPENDIX D

PROPOSED HEARING BENEFIT PROGRAM

The City of St. Louis Police Division currently offers to its retirees and eligible dependents a hearing aid discount program.

Your proposed plan design should match the current as closely as possible.

Be sure to clearly note any deviations from the current plan design in services covered under your plans/quotes. If not noted, we will assume no deviations exist. Include a copy of the benefit summary or contract, the plan exclusions and limitations, and alternate benefit provisions.

Hearing Plan	EPIC	Proposed (list name and type of plan)
Name-Brand Hearing Aids		
Savings or credit applied	<ul style="list-style-type: none"> • 2 Hearing Aids (both ears) • (1 year warranty loss or damage) • 20% Discount off of all Types and Styles of Hearing Aids, • One year warranty (loss or damage) • or Hearing USA promotional pricing whichever is less 	

APPENDIX E

INTENT TO BID FORM

Please print and complete this form and return it to Cheryl McGaully at Mercer by August 24, 2015.

We have received the invitation to respond to the City's Request for Proposal and have the following intentions:

- We decline to bid at this time.
- We intend to submit a proposal by September 2, 2015.

Authorization:

Name and Title

Date

Agency

Return completed form via fax or email to:
Cheryl McGaully
Mercer
cheryl.mcgaully@mercer.com
Fax: 314-588-2525

APPENDIX F

AFFIDAVIT (UNAUTHORIZED ALIEN EMPLOYEES)

Affidavit

EXHIBIT _____

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared (**Name**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name**), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____ (**Contractor**)

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (**Contractor**) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal

this _____ Day of _____ 20 _____

Notary Public

My Commission Expires

APPENDIX G

MBE/WBE INFORMATION

See Attachment

APPENDIX H PLAN SUMMARIES

See Attachment

APPENDIX I

CENSUS

See Attachment



Mercer (US) Inc.
Address 1
Address 2
+0 000 000 0000