

AN ORDINANCE **2010-06-24-0633**

APPROVING A PROFESSIONAL SERVICES CONTRACT WITH BUCK CONSULTANTS, LLC FOR THE ADMINISTRATION OF AN EMPLOYEE BENEFITS DEPENDENT AUDIT TO BE COMPLETED NOT LATER THAN JANUARY 31, 2011, FOR TOTAL COMPENSATION IN AN AMOUNT UP TO \$134,513.00.

* * * * *

WHEREAS, a Request for Proposal (“RFP”), soliciting proposals for the provision of professional services consisting of administration of an Employee Benefits dependent audit, was issued on February 28, 2010; and

WHEREAS, eight (8) companies submitted responsive proposals for provision of the professional services sought by the RFP, which were received and evaluated by City Staff; and

WHEREAS, City Staff recommends that the City enter into a professional services contract with Buck Consultants, LLC to provide professional services consisting of administration of an Employee Benefits dependent audit to be completed not later than January 31, 2011, for total compensation in an amount up to \$134,513.00; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or the Director of Human Resources are each authorized to execute a Professional Services Agreement For Employee Benefits Dependent Audit with Buck Consultants, LLC, to provide professional services consisting of administration of an Employee Benefits dependent audit to be completed not later than January 31, 2011, for total compensation in an amount up to \$134,513.00. A copy of said contract, in substantially final form, is attached hereto and incorporated herein by reference, for all purposes as **Attachment I**. The City Manager or the Director of Human Resources is authorized forty-five (45) business days from the effective date of this Ordinance within which to negotiate and execute a contract, substantially according to the terms and conditions set forth in **Attachment I**. If said contract is not negotiated and executed within said forty-five (45) business days, or if the parties cannot agree to terms of such contract within such time, then there shall be no authority to execute said contract unless there is subsequent City Council approval.

SECTION 2. Funds in the amount of \$134,513.00 are available in the FY 2010 Employee Benefits Fund Adopted Budget to retain professional consultant services for the administration of an Employee Benefits dependent audit. It is anticipated that the audit will result in claims cost savings, which would benefit the Employee Benefits Fund.

SECTION 3. Payment not to exceed \$134,513.00 is authorized to Buck Consultants, LLC, and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio ("CFO"). The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall take effect immediately if passed by eight (8) affirmative votes; otherwise this ordinance shall take effect ten (10) days from the date of passage hereof.

PASSED and APPROVED this 24th day of June, 2010.



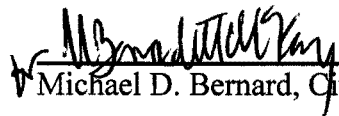
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

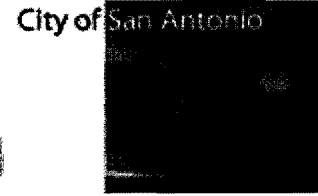
APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 59

Name:	7, 8, 9, 10, 11, 12, 13, 14, 16, 19, 20, 21, 22, 25, 26A, 26B, 26C, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42A, 42B, 43, 44, 47, 49, 51, 52, 53, 54, 55, 57, 58, 59, 61, 62A, 62B, 63, 64, 66						
Date:	06/24/2010						
Time:	03:30:59 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a professional services agreement with Buck Consulting, LLC in an amount up to \$134,513.00 for the administration of an Employee Benefits dependent audit, funded by the Employee Benefits Fund. [A.J. Rodriguez, Deputy City Manager; Elizabeth Braune, Director, Human Resources]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

A T T A C H M E N T I

**PROFESSIONAL SERVICES AGREEMENT
FOR
EMPLOYEE BENEFITS DEPENDENT AUDIT**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This CONTRACT is made and entered into by and between the **CITY OF SAN ANTONIO, TEXAS**, a Texas home-rule municipal corporation (“CITY”), acting by and through its City Manager or its Director of Human Resources, and **BUCK CONSULTANTS, LLC**, a Delaware limited liability company (“CONSULTANT”), having a place of business at 14911 Quorum Drive, Suite 200, Dallas, Texas 75254-7534, acting by and through Richard A. Mackesey, its Principal. CITY and CONSULTANT are sometimes hereinafter collectively referred to as the “PARTIES”.

I. PURPOSE

1.1 The purpose of this CONTRACT is to state the terms and conditions under which the CONSULTANT shall provide services to the CITY for the conduct and administration of an Employee Benefits Dependent Audit. This Audit is being conducted to confirm the eligibility of each dependent enrolled in the medical plan sponsored by CITY.

II. SCOPE OF SERVICES

2.1 CONSULTANT shall provide all services as set forth in CITY'S Request for Proposal (RFP), issued February 28, 2010, and CONSULTANT'S Proposal, dated March 29, 2010, attached hereto as Attachments “A” and “B” respectively and incorporated herein. In the event of conflict between this CONTRACT and Attachments A and B, the provisions of this contract shall govern. In the event of an inconsistency between Attachments A and B, the terms and provisions of Attachment A shall govern.

2.2 CONSULTANT shall work with the Human Resources Director (“DIRECTOR”) or designee and appropriate CITY officials to perform any and all related tasks required by the CITY in order to fulfill the purpose of this CONTRACT.

2.3 CITY elects to utilize Method 1-Proof Of Eligibility (POE) Method as described in Exhibit B for the conduct and administration of this Employee Benefits Dependent Audit.

2.4 CONSULTANT shall provide such services in accordance with the timeline set out in Exhibit C or as subsequently agreed to in writing by the PARTIES as are deemed necessary at the sole discretion of CITY, which may include, but are not limited to the following:

- 2.4.1 CONSULTANT shall ensure secure and confidential collection, storage and retention of official documents from each employee and retiree with enrolled dependents that affirm each enrolled dependent meets the eligibility requirements established by the City Council and set forth in the City's health benefits plan documents;
- 2.4.2 CONSULTANT shall develop with CITY'S input and prior approval and distribute, by US Postal mail, all communication materials to introduce the audit to employees and retirees. Such communication materials shall include a list of sources for common documentation (marriage license, birth certificate, divorce decree, guardianship order, etc.) necessary to establish dependent eligibility . For other documentation necessary to establish dependent eligibility, CONSULTANT shall, with CITY'S input as necessary, assist employees and retirees in identifying the source of such documentation;
- 2.4.3 CONSULTANT shall track employee and retiree compliance with the audit requirements and conduct at least 2 outreach follow up communications with each employee and retiree who fails to comply with the audit requirements;
- 2.4.4 CONSULTANT shall provide telephonic customer service in English and Spanish to answer employee and retiree questions about the audit or required documents from 7:30 AM to 7:30 PM CST Monday through Friday throughout the audit process;
- 2.4.5 CONSULTANT shall provide an electronic and paper detailed report of audit findings with mid-audit progress reports;
- 2.4.6 CONSULTANT shall receive, review and evaluate all correspondence and documentation regarding dependent eligibility submitted by each employee or retiree and, based upon such review and evaluation, (a) validate and verify the eligibility of the dependent(s) of each dependent or retiree and provide notice of same, **OR** (b) initially determine the ineligibility of the dependent(s) of each employee or retiree and implement the appeals process for such employee or retiree;
- 2.4.7 CONSULTANT shall receive, evaluate and provide to CITY its recommended action regarding each appeal submitted by an employee or retiree during the audit process of within 60 days of the delivery of the final audit. CITY shall make the final determination on the appeal and notify CONSULTANT electronically of such determination. CONSULTANT shall notify the employee or retiree of the final determination.
- 2.4.8 CONSULTANT shall provide clear and legible digital images of all collected data in a format permitting secure access and facilitating easy manipulation of data for future reporting or reference purposes;
- 2.4.9 CONSULTANT shall obtain the Social Security Number for each dependent and obtain and deliver to CITY a copy of each dependent's Social Security card;

- 2.4.10 CONSULTANT shall obtain the Medicare Identification Number for each retiree and each dependent of each retiree;
- 2.4.11 CONSULTANT shall compile and deliver to CITY in electronic format a listing of updated mailing addresses for each employee and retiree whose original document packet was returned undelivered; AND
- 2.4.12 CONSULTANT shall compile and deliver to CITY enrolled dependent coordination of benefits data and enrolled dependent spouse's employer coverage data..
- 2.5 CONSULTANT will provide final audit findings in the required formats no later than January 31, 2011. Such findings shall include, but shall not be limited to, a Final Dependent Eligibility Review that follows substantially the format and content of Appendix E to Exhibit B ("Deliverables"). The compensation due to CONSULTANT pursuant to Article V of this CONTRACT shall be paid by CITY in accordance with the provisions of Section 5.3 of this CONTRACT.
- 2.6 All services to be provided by CONSULTANT under this CONTRACT will be performed in accordance with all professional standards applicable to CONSULTANT.

III. COORDINATION WITH THE CITY

- 3.1 The CITY agrees to provide sufficient cooperation with respect to the staff consultation and data that the CONSULTANT requires to provide the services set forth herein.
- 3.2 CONSULTANT shall hold periodic conferences with the CITY designee so that the project, as developed, shall have the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with its current policies and standards.
- 3.3 CITY shall provide written notice to CONSULTANT of any errors or omissions discovered in CONSULTANT's services, or performance, or of any development that affects the scope or timing of CONSULTANT's services.

IV. TERM OF AGREEMENT AND TERMINATION

- 4.1 The term of this CONTRACT ("Term") shall commence on the date of execution of this CONTRACT by the last of the PARTIES to do so, and shall continue through the first to occur of (a) the date on which DIRECTOR issues a written notice to CONSULTANT that the Deliverables are acceptable to CITY, or (b) January 31, 2011-
- 4.2 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

- 4.3 **TERMINATION BY NOTICE:** The CONTRACT may be canceled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.
- 4.4 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. Unless otherwise specified herein, the defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.
- 4.5 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 4.6 **EFFECT OF TERMINATION:** The period between notice of termination and the effective date of termination shall be used to affect an orderly transfer of records and funds, if any, from the CONSULTANT to the CITY or to such person(s) or Executive Search Firm(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT'S sole cost and expense.
- 4.7 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination.
- 4.8 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) calendar days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY or its employees. No waiver of existing default shall be deemed to waive any subsequent default.
- 4.9 Notwithstanding the foregoing, CITY agrees to promptly provide CONSULTANT with such direction, materials, information and access to CITY'S representatives as CONSULTANT reasonably requests. CONSULTANT shall not be responsible for verifying the accuracy or completeness of information supplied by CITY. If CONSULTANT receives inaccurate, incomplete or improperly formatted information, CONSULTANT shall have no liability for relying on the same and any additional time

and expense required to correct the information will be billed to CITY at the rate of \$25.00 per hour.

V. COMPENSATION

- 5.1 In consideration of CONSULTANT'S performance in a satisfactory and efficient manner, as determined solely by DIRECTOR, of all services and activities set forth in this Agreement, CITY agrees to pay CONSULTANT the sum of ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$134,513.00).
- 5.2 CONSULTANT shall submit to CITY an itemized bill or statement which identifies each major task involved in this CONTRACT and the time spent by each individual staff member of CONSULTANT, along with the documents provided to CITY pursuant to Section 2.4 above.
- 5.3 The sum of \$134,513.00 shall be paid to CONSULTANT within 30 calendar days of the DIRECTOR's receipt of the Deliverables and the itemized bill or statement described in Section 5.2 above.
- 5.4 The sum to be paid to CONSULTANT pursuant to Section 5.1 above is **inclusive** of all postage, materials, travel, and other expenses of any type whatsoever. **Subject to the provisions of Section 4.8 above, in no event shall the total compensation to be paid to CONSULTANT exceed \$134,513.00.**
- 5.5 Nothing contained in this CONTRACT shall require CITY to pay for any unsatisfactory work, as determined by Director, or for work that is not in compliance with the terms of this CONTRACT. CITY shall not be required to make any payments to CONSULTANT at any time CONSULTANT is in default under this CONTRACT.
- 5.6 Despite the CITY'S approval of an assignee or subcontractor, the CITY shall not, in any event, be obligated to any third party, including any assignee or subcontractor of the CONSULTANT, for performance of work or services, nor shall CITY funds be used for payment of work or services performed prior to the date of CONTRACT execution or extending beyond the expiration date of this CONTRACT.

VI. INDEPENDENT CONTRACTOR

- 6.1 CONSULTANT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CONSULTANT shall have exclusive right to control the details of the work performed hereunder and all person performing the same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondent superior* shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT. The PARTIES

understand that CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONSULTANT under this Agreement and that the CONSULTANT has no authority to bind CITY.

- 6.2 Any and all of the employees of the CONSULTANT, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the CONSULTANT only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the CONSULTANT.
- 6.3 No Third Party Beneficiaries: For purposes of this CONTRACT, including its intended operation and effect, the PARTIES specifically agree and contract that (1) this CONTRACT only affects matters/disputes between the PARTIES and is in no way intended by the PARTIES to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may benefit incidentally by this CONTRACT; and (2) the terms of this CONTRACT are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

VII. VENUE AND GOVERNING LAW

- 7.1. This CONTRACT shall be governed by and construed in accordance with the laws and court decisions of the state of Texas.
- 7.2. The obligations of the PARTIES shall be performable in San Antonio, Bexar County, Texas and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County.
- 7.3. The PARTIES have participated fully in the review and revision of this CONTRACT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this CONTRACT.
- 7.4. All PARTIES represent that, prior to signing this CONTRACT, they have each become thoroughly familiar with all matters relating to the performance of this CONTRACT, all applicable laws, and all the terms and conditions of this CONTRACT.

VIII. OWNERSHIP OF DOCUMENTS

- 8.1 "Documents" means all completed or partially completed documents, papers, records, charts, reports, and any other materials, evidence, or information produced as a result of or pertaining to the services rendered by CONSULTANT, or provided to CONSULTANT by CITY or an employee of CITY, under this CONTRACT, in whatsoever form and character and regardless of storage medium.

- 8.2 CONSULTANT acknowledges and agrees that CITY shall own exclusively any and all reports, Documents, information and other data, in whatsoever form and character, produced and/or maintained in accordance with, pursuant to, or as a result of this CONTRACT, and shall be used as CITY desires and shall be delivered at no cost to CITY upon request or completion or termination of this CONTRACT without restriction on future use.
- 8.3 CONSULTANT agrees and covenants to protect any and all proprietary rights of CITY in any materials provided to CONSULTANT. Such protection of proprietary rights by CONSULTANT shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to CITY. Additionally, any materials provided to CONSULTANT by CITY shall not be released to any third party without the prior written consent of CITY and shall be returned intact to CITY upon completion or termination of this CONTRACT.
- 8.4 CONSULTANT may make copies of any and all Documents and items for its files. CONSULTANT shall have no liability for changes made to or use of the documents or information by other persons subsequent to the completion of work under this CONTRACT.

IX. RECORDS RETENTION

- 9.1 CONSULTANT shall properly, accurately, and completely maintain all Documents, and shall make such Documents available to CITY at CONSULTANT's offices, at reasonable times as CITY may deem necessary during the Term, including any extension or renewal hereof, and the record Retention Period (defined as the period that ends four (4) years from the date of the termination of this CONTRACT), for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of their authorized representatives. Upon expiration of this CONTRACT, CITY may, at its election, require CONSULTANT to deliver all Documents to City, at no additional cost to City.
- 9.2 CONSULTANT shall retain any and all Documents for the Retention Period. If, at the end of the Retention Period, there is litigation or other questions arising from, involving, or concerning the Documents or the services provided hereunder, CONSULTANT shall retain the Documents until the resolution of such litigation or other such questions. CONSULTANT acknowledges and agrees that CITY shall have reasonable access to any and all such Documents at reasonable times during the Retention Period. CITY may, at its election, require Consultant to return said Documents to CITY prior to or at the conclusion of the Retention Period., at no additional cost to CITY.
- 9.3 CONSULTANT shall notify CITY, not later than CITY's next business day, in the event CONSULTANT receives any requests for information of any nature or type whatsoever, including but not limited to the Texas Public Information Act, Ch. 552, as amended, Texas Government Code, or the federal Freedom of Information Act, from a third party, which pertain to the Documents. CITY will process and handle all such requests. CONSULTANT agrees to take all actions necessary to protect the confidential nature of the Documents.

X. ASSIGNMENT OF RIGHTS OR DUTIES

- 10.1 This CONTRACT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective heirs, executors, administrators, successors and their assigns, except as otherwise expressly provided for herein.
- 10.2 Except as otherwise provided herein, CONSULTANT may not sell, assign, pledge, transfer or convey any interest in this CONTRACT nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or any other means, without the consent of CITY.
- 10.3 As a condition of consent, if same is given, CONSULTANT shall remain liable for completion of services outlined in this CONTRACT in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this CONTRACT to an assignee, transferee or subcontractor indicate only such an entity as has been approved by CITY in accordance with this Section.
- 10.4 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of, its right, title, interest or duties to or under this CONTRACT without said written approval shall be void *ab initio* and shall confer no rights upon any third party. Should CONSULTANT assign, transfer, convey or otherwise dispose of any part of, or all of, its right, title or interest or duties to or under this CONTRACT, CITY may, at its option, terminate this CONTRACT in accordance with Section IV, Termination, and all rights, titles and interest of CONSULTANT shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this CONTRACT. The violation of this provision by CONSULTANT shall in no event release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from payment of any damages to CITY which CITY sustains as a result of such violation.
- 10.5 CONSULTANT agrees to notify CITY of any changes in ownership interest greater than thirty percent (30%) or control of its business entity not less than 60 days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this CONTRACT, any such change of ownership interest or control of its business entity may be grounds for termination of this CONTRACT in accordance with Section IV, Termination.

XI. INSURANCE REQUIREMENTS

- 11.1 Prior to the commencement of any work under this CONTRACT, CONSULTANT shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the CITY's Human Resources Department, which shall be clearly labeled "Employee Benefits Dependent Audit" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of

Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this CONTRACT until such certificate and endorsements have been received and approved by the CITY's Human Resources Department. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.

- 11.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this CONTRACT. In no instance will CITY allow modification whereupon CITY may incur increased risk.
- 11.3 The CONSULTANT'S financial integrity is of interest to the CITY. Therefore, subject to the CONSULTANT'S right to maintain reasonable deductibles, the CONSULTANT shall procure, pay for and maintain in full force and effect for the term of this CONTRACT, including any extensions or renewals hereof and CONSULTANT'S sole expense, insurance coverage's written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to the CITY, in the following types and amounts:

TYPE	AMOUNT
A. <u>Commercial General Liability Insurance (Broad Form) to include coverage for the following:</u>	
1. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
2. Premises Operations	
3. Personal Injury	
4. Products/ Completed Operations	
5. Independent Contractors	
B. <u>Business Automobile Liability</u>	
1. Owned/Leased Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence
2. Non-Owned Vehicles	
3. Hired Vehicles	
C. <u>1. Workers' Compensation</u> insurance with statutory limits or an alternative plan of benefits as permitted by law	\$500,000/\$500,000/ \$500,000

2. Employer's Liability

Employers' Liability

Statutory

E. Professional Liability

(Claims made form)

\$1,000,000.00 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services

- 11.4 As they apply to the limits required by the City, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the PARTIES or the underwriter of any such policies). CONSULTANT shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. CONSULTANT shall pay any costs incurred resulting from said changes.
- 11.5 The CONSULTANT agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the CITY.
 - Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 11.6 The CONSULTANT shall, within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONSULTANT's performance should there be a lapse in coverage at any time during this CONTRACT.

Failure to provide and to maintain the required insurance shall constitute a material breach of this CONTRACT. All notices shall be given to the CITY at the following address by certified mail:

City of San Antonio
Human Resources Department
Attention: Employee Benefits
P .O. Box 839966
San Antonio, TX 78283-3966

AND

City of San Antonio
City Clerk's Office
P .O. Box 839966
San Antonio, TX 78283-3966

- 11.7 In addition to any other remedies the CITY may have upon CONSULTANT'S failure to provide and maintain any insurance or policy endorsement to the extent and within the time herein required, the CITY shall have the right to order CONSULTANT to stop work hereunder and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.
- 11.8 Nothing herein shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S or its subcontractors' performance of the work covered under this CONTRACT.
- 11.9 It is agreed that CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the CITY for liability arising out of operations under this CONTRACT.
- 11.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- 11.11 CONSULTANT and any Subcontractors are responsible for all damage to their own equipment and/or property.

XII. INDEMNITY

- 12.1 **CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of**

any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the PARTIES hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to CONSULTANT related to or arising out of CONSULTANT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTANT'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

- 12.2 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONSULTANT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If CONSULTANT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 12.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

XIII. INTEREST IN CITY CONTRACTS PROHIBITED

- 13.1 The CONSULTANT acknowledges that it is informed that the City of San Antonio City Charter and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with CITY or any City agency such as City-owned utilities. Any officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, services or supplies, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity or ten percent (10%) or more of the fair market value of the business entity; a business entity in which any individual or entity above-listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.2 The CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its individual officers, employees and agents, nor any person having a substantial interest in this CONTRACT, are neither officers nor employees of the CITY. The CONSULTANT further warrants and certifies that it has tendered to the CITY a Disclosure Statement in compliance with the City of San Antonio's Ethics Code.

XIV. SOLICITATION

- 14.1 CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this CONTRACT, nor paid or agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. This representation constitutes a substantial part of the consideration for the making of this CONTRACT.

XV. HIPAA COMPLIANCE

- 15.1 CONSULTANT shall maintain the confidentiality of all medical, dental, prescription and other patient-identifiable health information specifically relating to Plan Participants ("Patient Health Information") in accordance with all applicable federal and state laws and regulations, including the electronic transmissions standards, the Privacy Rule and the Security Rule of the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA"), as may be amended from time to time.
- 15.2 The PARTIES acknowledge that they are "Business Associates" as defined in 45 CFR 160.103 (HIPAA). The PARTIES shall comply with the terms of the Business Associate Agreement executed by them, attached hereto as Exhibit D and incorporated herein by reference.

XVI. NOTICE

- 16.1 Any notice required or permitted to be given under this CONTRACT shall be sufficient if given in writing and sent by Certified Mail, return receipt requested, postage prepaid to CITY or to CONSULTANT at the addresses set forth below or to any other address of which written notice of change is given:

City of San Antonio
Human Resources Department
Attention: Employee Benefits
P .O. Box 839966
San Antonio, TX 78283-3966

Consultant
Buck Consultants, LLC
ATTN.: Richard A. Mackesey
14911 Quorum Drive, Suite 200
Dallas, TX 75254-7534

XVII. EQUAL EMPLOYMENT OPPORTUNITY

- 17.1 CONSULTANT shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, disability, or political belief or affiliation. Specifically, CONSULTANT agrees to abide by all applicable provisions of the City of San Antonio ordinance number 69403 on file in the City Clerk's office.

XVIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

- 18.1 **SBEDA Program.** The CITY has adopted a Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is also available in hard copy form upon request to the CITY. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this Agreement:

- 18.1.1 **SBEDA Enterprise ("SE")** – A corporation, Limited Liability Company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise authorized to do business in the state of Texas and certified pursuant to SBEDA Program requirements.

- 18.1.2 Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.
- 18.1.3 Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement between the two PARTIES is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE’s participation does not count toward the SE utilization goal.
- 18.1.4 SBEDA Plan – The Good Faith Effort Plan (“GFEP”), SBEDA Narrative, List of Subcontractors/Suppliers and executed Letters of Intent (all as applicable) that are submitted with CONTRACTOR’s bid for this project Agreement, attached hereto and incorporated herein as “Attachment C”.

18.2 For this Agreement, the PARTIES agree that:

- (a) The terms of the CITY’s SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the “SBEDA Program”) are incorporated into this Agreement by reference; and
- (b) The failure of CONTRACTOR or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this Agreement.
- (c) Failure of CONTRACTOR or any applicable SE to provide any documentation or written submissions required by the CITY Managing Department or SBEDA Program Office pursuant to the SBEDA Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this Agreement.
- (d) During the Term of this Agreement, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in CONTRACTOR’s SBEDA Plan (“Attachment ___”) shall constitute a material breach of the SBEDA Program and this Agreement.
- (e) CONTRACTOR shall pay all suppliers and subcontractors identified in its SBEDA Plan (“Attachment ___”) in a timely manner for satisfactory work, pursuant to and as outlined in Section VII, Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to SBEDA Plan

suppliers and subcontractors shall be submitted by CONTRACTOR to the CITY Managing Department. Failure to pay SEs in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this Agreement.

18.3 The PARTIES also agree that the following shall constitute a material breach of the SBEDA Program and this Agreement:

- (a) Failure of CONTRACTOR to utilize an SE that was originally listed at bid opening or proposal submission to satisfy SBEDA Program goals in order to be awarded this Agreement, or failing to allow such SE to perform a Commercially Useful Function; or
- (b) Modification or elimination by CONTRACTOR of all or a portion of the scope of work attributable to an SE upon which the Agreement was awarded; or
- (c) Termination by CONTRACTOR of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker in order to be awarded the Agreement without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; or
- (d) Participation by CONTRACTOR in a Conduit relationship with an SE scheduled to perform work that is the subject of this Agreement.

18.4 Remedies for Violation of SBEDA Program. The PARTIES further agree that in addition to any other remedies the CITY may have at law or in equity, or under this Agreement for material breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the CITY shall be entitled, at its election, to exercise any one or more of the following remedies if the CONTRACTOR materially breaches the requirements of the SBEDA Program:

- (a) Terminate this Agreement for default;
- (b) Suspend this Agreement for default;
- (c) Withhold all payments due to the CONTRACTOR under this Agreement until such violation has been fully cured or the PARTIES have reached a mutually agreeable resolution; and/or
- (d) Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the CITY pursuant to the Agreement, or from any other amounts due to the CONTRACTOR under the Agreement.
- (e) Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for Certification, and may suspend its participation from counting toward a project goal,

based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.

The PARTIES agree that nothing in the SBEDA Program or that any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this Agreement.

The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18.5 **City Process for Exercising SBEDA Program Remedies.** The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the CITY to exercise in the event a Contractor violates the SBEDA Program. The Managing Department Director shall make a recommendation regarding appropriate remedies to the City Manager or designee, who shall have final approval regarding the remedy to be exercised except for termination of the Agreement. If the recommended remedy is to terminate the Agreement, then the Managing Department Director or City Manager, or her designee, shall bring forward the recommendation to City Council for final determination.

18.6 **Special Provisions for Extension of Agreements.** In the event the CITY extends this Agreement without a competitive Bid or Proposal process, the CITY Managing Department responsible for monitoring the Agreement shall establish the following, subject to review and approval by the SBEDA Program Manager:

(a) a SBEDA Utilization Goal for the extended period; and

(b) a modified version of the Good Faith Efforts ("Modified Good Faith Efforts Plan") set forth in the SBEDA Program Ordinance, as amended, if CONTRACTOR does not meet the SBEDA Utilization Goal; and

(c) the required minimum Good Faith Efforts outreach attempts that CONTRACTOR shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the Agreement extension document. The CONTRACTOR entering into the extension shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to meet the SBEDA Utilization Goal. Failure to do so shall:

- (d) subject CONTRACTOR to any of the remedies listed above; and/or
- (e) result in a new bid or proposal request of the Agreement that was considered for extension.

XIX. CAPTIONS

- 19.1 The captions to the various clauses of this CONTRACT are for convenience or reference purposes only and shall in no way limit, enlarge or alter the substance of the terms and conditions of this CONTRACT.

XX. ENTIRE AGREEMENT & AMENDMENTS

- 20.1 This CONTRACT, including the Exhibits, embodies the final and entire agreement of the PARTIES, superseding all verbal or written agreements, previous and/or contemporaneous agreements between the PARTIES and relating to matters in this CONTRACT. No other agreements, verbal or otherwise, regarding the matters of this CONTRACT shall be deemed to exist or to bind the PARTIES unless same be in writing, dated subsequent to the date hereof, and executed by the PARTIES.
- 20.2 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XXI. LEGAL AUTHORITY

- 21.1 The signer of this CONTRACT for the CONSULTANT represents, warrants, assures, and guarantees full legal authority to execute this CONTRACT on behalf of the CONSULTANT and to bind the CONSULTANT to all the terms, conditions, provisions and obligations herein contained.

XXII. GENDER

- 22.1 Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include plural, unless the context otherwise requires.

XXIII. SEVERABILITY

- 23.1 If any clause or provision of this CONTRACT is held invalid, illegal, or unenforceable under present or future federal, state or local laws, including, but not limited to, the City

Charter, City Code or Ordinances of the City of San Antonio, Texas, then, and in that event, it is the intention of the PARTIES hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the PARTIES that in lieu of each clause or provision of this CONTRACT that is invalid, illegal or unenforceable, there be added as part of the CONTRACT, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIV. ACKNOWLEDGMENT

24.1 Each of the PARTIES acknowledges that it has read this CONTRACT, understands its contents and executes this CONTRACT voluntarily.

EXECUTED by the PARTIES to be effective on the date last written below.

**CITY:
CITY OF SAN ANTONIO, TEXAS**

**CONSULTANT:
BUCK CONSULTANTS, LLC**

By: _____
Elizabeth Braune

By: _____
Richard A. Mackesey

Title: Human Resources Director

Title: Principal

Date: June ____. 2010

Date: June ____. 2010

Approved as to form:

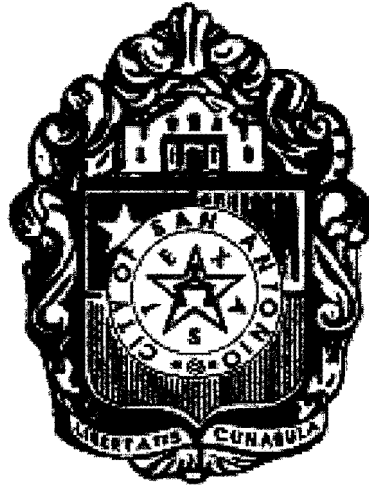
Robert K. Nordhaus
Assistant City Attorney

E X H I B I T A

RFP

CITY OF SAN ANTONIO

Human Resources Department
Employee Benefits Division



REQUEST FOR PROPOSAL
("RFP")

for

Employee Benefits Dependent Audit
RFP 10-027

Release Date: February 28, 2010

Proposals Due: March 29, 2010

Table of Contents		
Section		Page Number
I.	Background	3
II.	Scope of Services	3
III.	Ownership and Licenses	4
IV.	Intellectual Property	4
V.	Term of Contract	5
VI.	Pre-Proposal Conference	6
VII.	Proposal Requirements	6
VIII.	Amendments to RFP	8
IX.	Submission of Proposals	8
X.	Restrictions on Communication	10
XI.	Evaluation Criteria	11
XII.	Award of Contract and Reservation of Rights	12
XIII.	Schedule of Events	14
RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
RFP Attachment A	Respondent Questionnaire	16
RFP Attachment B	Pricing Schedule	26
RFP Attachment C	Discretionary Contracts Disclosure Form	27
RFP Attachment D	Litigation Disclosure Form	29
RFP Attachment E	Small Business Economic Development Advocacy (SBEDA) Policy and Form	31
RFP Attachment F	Insurance Requirements	36
RFP Attachment G	Indemnification Requirements	40
RFP Attachment H	Signature Page	43
RFP Attachment I	Proposal Checklist	45

I. BACKGROUND

The City of San Antonio offers a variety of health and welfare benefits to its employees, retirees and their eligible dependents. Employees who request enrollment of their dependents at new hire or within 31 days of a qualifying family status change must provide documentation supporting the eligibility of the dependent. Currently employees may add eligible dependents during the annual open enrollment without supporting documentation. Current enrollment is approximately 8,950 employees with covered members totaling 22,970. The City shares the cost of health benefits with employees. A periodic audit of dependent eligibility ensures the City and its employees are complying with all plan provisions and that tax dollars are being used appropriately. More information about our benefit programs is available on our website at www.sanantonio.gov.

The City of San Antonio, Human Resources Department (“City”) seeks proposals from qualified Respondents interested in providing the services as described in this RFP.

II. SCOPE OF SERVICES

The City of San Antonio is seeking proposals for administration of an Employee Benefit Dependent Audit. At a minimum, proposals should include:

- Respondent shall provide a secure and confidential collection of official documents from each employee with enrolled dependents that affirm each enrolled dependent meets the eligibility requirements set forth by the City Council and outlined in the City’s health benefits plan documents.
- Respondent shall develop process for US Postal mail distribution of all communication materials to introduce the audit to employees and retirees.
- Respondent shall track employee compliance with the audit requirements and conduct at least two (2) outreach follow up communications with each employee who fails to comply with the audit requirements.
- Respondent shall provide Telephonic customer service in English and Spanish to answer employee questions about the audit or required documents from 7:30 AM to 7:30 PM CST Monday through Friday throughout the audit process.
- Respondent shall provide an electronic and paper detailed report of audit findings with mid-audit progress reports.
- Respondent shall provide a process for receipt and evaluation of any initial appeals submitted by employees during the audit process and within 60 days after the delivery of the final audit report.
- Respondent shall provide clear and legible digital images of all collected data in a format permitting secure access and facilitating easy manipulation of data for future reporting or reference purposes

The City plans to initiate the audit in June 2010 and City requests a detailed timeline for the process steps Respondent is proposing including the earliest possible completion date.

III. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

IV. INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the

program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:
 - a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
 - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
 - c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
2. Respondent further agrees to:
 - a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
 - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
 - c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

V. TERM OF CONTRACT

Unless terminated sooner in accordance with the provisions of the proposed contract, the term shall commence on the date of the last party to execute the agreement and terminate upon satisfactory completion of services described in Section II, Scope of Services, or twelve (12) months whichever is earlier.

VI. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at 111 Plaza de Armas at 2:00 P.M., **Local Time**, on **March 8, 2010**. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Proposal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Proposal Conference is optional, but highly recommended.

This meeting place is accessible to disabled persons. The Plaza de Armas building is wheelchair accessible. The accessible entrance is located at 111 Plaza de Armas. Accessible parking spaces are located at City Hall, 100 Military Plaza. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Proposal Conference shall be preliminary. A written summary of the Pre-Proposal Conference shall contain official responses, if any. Any oral response given at the Pre-Proposal Conference that is not confirmed in the written summary of the Pre-Proposal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section X – Restrictions on Communication, after the conclusion of the Pre-Proposal Conference.

VII. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

A. TABLE OF CONTENTS

B. EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

C. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment A, Respondent Questionnaire.

D. PRICING SCHEDULE - Use the Pricing Schedule that is found in this RFP as Attachment B.

E. DISCRETIONARY CONTRACTS DISCLOSURE FORM: Complete and submit the Discretionary Contracts Disclosure Form as described in this RFP in Attachment C. A copy

may be downloaded at:

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>

Instructions for completing the Discretionary Contracts Disclosure form:

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.
- F. **LITIGATION DISCLOSURE FORM**: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.
- G. **SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM**: Complete, sign and submit the SBEDA form, found in this RFP as Attachment E.
- H. **PROOF OF INSURABILITY**: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- I. **FINANCIAL INFORMATION**: Submit a copy of Respondent's two (2) most recent financial statements, prepared in accordance with generally accepted accounting principles, audited by an independent certified public accountant.
- J. **ADDENDUMS**: Respondent shall sign and submit all Addenda (if any) issued for this RFP. Changes to the RFP will be posted to the City of San Antonio's Bidding & Contract Opportunities Website, <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether amendments or revisions have been made prior to submission of a proposal response.
- K. **SIGNATURE PAGE**: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.
- L. **PROPOSAL CHECKLIST**: Complete and submit the Proposal Checklist found in this RFP as Attachment I.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE**

RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VIII. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section X, Restrictions on Communication, may be posted as addendums on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section X, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

IX. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, ten (10) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: "Employee Benefits Dependent Audit".

All proposals must be received in the City Clerk's Office no later than **3:00 PM, Local Time**, on **March 29, 2010**, at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received in the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received in the City Clerk's Office after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office, Attn: Human Resources, Employee Benefits
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Human Resources, Employee Benefits
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½” x 11” white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.) The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1” around the perimeter of each page. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.
- C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information section of the Respondent Questionnaire found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the Respondent Questionnaire, the Director of Human Resources shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent’s proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

X. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Proposal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:00 PM, Local Time, on March 12, 2010**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email or by fax to:

Laura Cedillo, Contract Coordinator
City of San Antonio, Human Resources Department
Laura.Cedillo@sanantonio.gov or to fax # (210) 207-7997

However, questions sent by mail will also be accepted and should be addressed to:

Laura Cedillo, Contract Coordinator
City of San Antonio, Human Resources Department
P.O. Box 839966
San Antonio, TX 78283-3966

If submitting questions by mail, it is recommended to send as certified mail, return receipt requested.

Questions submitted and the City’s responses will be posted in the form of an Addendum to the City’s web site at **<http://epay.sanantonio.gov/RFPListings/>**.

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Division of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy Program policy and/or completion of the SBEDA form. The point of contact is Ms. Grace Luna. Ms. Luna may be reached by telephone at (210) 207-3900 or by e-mail at **Grace.Luna@sanantonio.gov**. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal

questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

XI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications (25 points)
- B. Proposed Plan (40 points)
- C. Price (15 points)
- D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):
 1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points). (For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points). (For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points).

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City’s certifying agency, or approved by the Director of Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
 - a. One percent (1%) for submission/approval of the SBEDA form.
 - b. One percent (1%) for meeting/exceeding the MBE goal.
 - c. One percent (1%) for meeting/exceeding the WBE goal.
 - d. One percent (1%) for meeting/exceeding the AABE goal.
 - e. One percent (1%) for meeting/exceeding the SBE goal.

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. Respondents are strongly encouraged **not** to seek to include terms and conditions in the Contract that: (1) require the City to indemnify Respondent, pay Respondent’s court costs, collection costs or attorney’s fees in any event; (2) limit, in any regard, the amount or types of damages that are recoverable by the City under the Contract; or (3) require submission of any issue arising under the Contract to binding arbitration. The City considers each of these

terms and conditions to be inconsistent with its objectives. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed

conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XIII. SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Issue Date	February 28, 2010
Pre-Proposal Conference	March 8, 2010, 2:00 PM, Local Time
Final Questions Accepted	March 12, 2010, 4:00 PM, Local Time
Proposals Due	March 29, 2010, 3:00 PM, Local Time
Target Interview Date	Week of April 19, 2010
Contract Considered by City Council	May 2010

RFP ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION VII, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"

RFP ATTACHMENT A, PART ONE

RESPONDENT QUESTIONNAIRE

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each: _____

Provide address of office from which this project would be managed: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: ____

Total Number of Current Clients/Customers: ____

Briefly describe other lines of business that the company is directly or indirectly affiliated with: _____

List Related Companies: _____

- 2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

- 3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

- 4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

- 5. Where is the Respondent's corporate headquarters located? _____

- 6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes No If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If

“Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes No If “Yes”, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes No If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes No If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

RFP ATTACHMENT A, PART TWO

REFERENCES

Using the format outlined on the following two pages, please provide three current client references and three former client references for which you provided the same services you are proposing. References should be based on the office that will be providing services to The City of San Antonio. Please include at least one municipality in current and former client references (if possible).

Current Client References

Current Client Reference 1

Organization Name:	Contact and title:
Address:	Phone number:
E-mail address:	Fax number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Current Client Reference 2

Organization Name:	Contact and title:
Address:	Phone number:
E-mail address:	Fax number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Current Client Reference 3

Organization Name:	Contact and title:
Address:	Phone number:
E-mail address:	Fax number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Former Client References

Former Client Reference 1

Organization Name:	Contact and title:
Address:	Phone number:
E-mail address:	Fax number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Former Client Reference 2

Organization Name:	Contact and title:
Address:	Phone number:
E-mail address:	Fax number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Former Client Reference 3

Organization Name:	Contact and title:
Address:	Phone number:
E-mail address:	Fax number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

RFP ATTACHMENT A, PART THREE

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. Describe key resources that will be used to support this project. Specifically state whether or not a local office with customer walk-in service will be available and the physical address of the location. Provide the hours of operation for walk-in service and the hours for telephone service. Please provide detailed information about resources that will be used to receive employee personal documentation (i.e., secure email option, facsimile option, US Postal Mail locked P.O. box or locked/unlocked outside mailbox, other.)
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
6. Confidentiality of personal data is critically important. Please describe your process for insuring confidentiality of data. Specifically explain how your staff is trained to handle sensitive and confidential data. Provide details about how you handle any unintended confidentiality breaches. State how you would protect employees against identify theft if such a breach should occur. List any instances of data security failures in the last 5 years, the outcome of such failures and remedies used.
7. Are criminal background checks conducted for all staff members involved in the data collection, data evaluation and customer service aspects of this project? If yes, please describe the frequency done and the background check process used (local, state, national). Please list the types of criminal convictions that would result in disqualification of an individual from working on this project.

PROPOSED PLAN

Prepare and submit the following items.

1. Provide Respondents detailed plan to initiate the Employee Benefits Dependent Audit in March 2010 and provide Respondents earliest completion date. Plan shall include, but is not limited to; specific communication tasks, document collections and validation method, audit method, communication distribution method, follow-up method, and report process and appeal method. Respondent shall also provide a timeline showing all steps of the Employee Benefits Dependent Audit.
2. Describe in detail if Respondent proposed plan includes any personal assistance to employees with unique situations such as obtaining international birth records or certificates.
3. Describe Respondents customer service model, to include Telephonic customer service hours and days of operation, English and Spanish speaking capabilities, number of customer services employees, number of customer service employees that speak Spanish.
4. Describe in detail the process for US Postal mail creation lists and distribution of all communication materials to introduce the audit to employees and retirees.
5. Describe in detail the process how Respondent will track employee compliance with the audit requirements. Describe how Respondent will conduct at least two (2) outreach follow up communications with each employee who fails to comply with the audit requirements. Provide a sample of compliance tracking documentation.
6. Describe Respondents plan for receipt and evaluation for an appeal process by employees during the audit process and within 60 days after the delivery of the final audit report. Provide a sample of Respondents appeal reports.
7. Confirm if communication materials are available in both English and Spanish. Provide sample copies of communication materials in both English and Spanish.
8. Provide a sample of a mid-audit report of findings and a final audit report findings. Provide sample reports of each. Describe how reports may be accessed or received by City.
9. Describe how Respondent will provide a secure and confidential collection of official documents from each employee with enrolled dependents that affirm each enrolled dependent meets the eligibility requirements set forth by the City Council and outlined in the City's health benefits plan documents.
10. Describe Respondents system format. Provide systems formats that are compatible to Respondents system format. Describe how reports may be accessed or received by City. The City must be able to receive reports and clear and legible digital images of collected data in a format permitting secure access and facilitating easy manipulation of data for future reporting or reference purposes.
11. List any responsibilities or items that the City may need to provide in order for Respondents to perform Employee Benefits Dependent Audit.
12. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required audit.

RFP ATTACHMENT B
PRICING SCHEDULE

PRICING SCHEDULE

Price to City
Total Price to Provide Proposed Employee Benefits Dependent Audit to City: \$_____
(NOTE: Total Price shall be inclusive of all travel and per diem costs incurred by Respondent for completion of Section II, Scope of Services.)

- 1. Please confirm that your quote is comprehensive and includes compliance with all elements listed in the Scope of this Request for Proposal.**
- 2. Total Price Breakdown: The Respondent shall provide a Schedule of Values based on RFP Section II, Scope of Services. The Schedule of Values shall be submitted with the Price Schedule as Tab 3 of Respondent proposal response.**
- 3. Please list any additional costs and provide a detailed explanation for the additional costs that are not included in the quoted price above for the proposed Employee Benefits Dependent Audit.**

RFP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at:

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the “Print” button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT E

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM POLICY
AND LIST OF SUBCONTRACTORS/SUPPLIERS FORM**

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing

business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE’s category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE’s category of contracting for at least on year.

3. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with **Subcontractor A** for 10% of the contract. **Subcontractor A** is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with **Subcontractor B** for 13% of the contract. **Subcontractor B** is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to **Subcontractor C**—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X’s** compliance with the Small Business goals under this scenario would be as follows:

	City’s Small Business Goals	Prime Contractor X’s Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **List of Subcontractors/Suppliers Required**

Proposals shall include a List of Subcontractors/Suppliers, which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

5. **SBE-MBE-WBE-AABE Certification Required**

Only companies certified as SBE, MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Division for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, _____, as part of the procedure for the submission of bid/proposals on a project known as *Employee Benefits Dependent Audit*, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR/SUPPLIER	SBE-MBE-WBE-AABE CERTIFICATION NO.	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all SBE-MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	SBE-MBE-WBE-AABE CERTIFICATION NO.	REASON FOR REJECTION

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Division at (210) 207-3900 for information and details on how subcontractors/suppliers may obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the proposal of the Request for Approval of Change to Affirmed List of Subcontractors/Suppliers).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____
 SIGNATURE: _____ DATE: _____

RFP ATTACHMENT F
INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City’s Human Resources Department, which shall be clearly labeled “Employee Benefits Dependent Audit” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent’s signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Human Resources Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

- C) A Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNT
A. <u>Commercial General Liability Insurance (Broad Form) to include coverage for the following:</u>	
1. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence;
2. Premises Operations	\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability
3. Personal Injury	
4. Products/ Completed Operations	

5. Independent Contractors	Coverage.
B. <u>Business Automobile Liability</u>	
1. Owned/Leased Vehicles	Combined Single Limit for
2. Non-Owned Vehicles	Bodily Injury and Property
3. Hired Vehicles	Damage of \$1,000,000.00 per occurrence
C. <u>Workers' Compensation and Employer's Liability</u>	
Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/ \$500,000
D. <u>Professional Liability</u> (Claims made form)	\$1,000,000.00 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services

D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: Human Resources, Employee Benefits
 P.O. Box 839966
 San Antonio, Texas 78283-3966

E) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the

City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

- F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- G) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- H) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- I) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- K) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP ATTACHMENT G
INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker’s compensation or other employee benefit acts.

RFP ATTACHMENT H
SIGNATURE PAGE

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments F & G.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFP ATTACHMENT I
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
1	Executive Summary	
2	Respondent Questionnaire (RFP Attachment A)	
3	Pricing Schedule (RFP Attachment B)	
4	Discretionary Contracts Disclosure Form (RFP Attachment C)	
5	Litigation Disclosure (RFP Attachment D)	
6	* SBEDA Form (RFP Attachment E); and <ul style="list-style-type: none"> • Associated Certificates, if applicable 	
7	Proof of Insurability (RFP Attachment F) <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
8	*Financial Information <i>Provide with ORIGINAL only.</i>	
9	*All Addenda issued (if any) for this RFP.	
10	* Signature Page (See RFP Attachment H)	
11	Proposal Checklist (See RFP Attachment I)	
	One (1) Original, ten (10) Copies, and one (1) CD of entire proposal in PDF format.	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

E X H I B I T B
PROPOSAL



Delivering Value

**Reliable, Consistent
Employee Benefits
Dependent Audit for the
City of San Antonio**

March 29, 2010

RFP 10-027

March 29, 2010

Ms. Laura Cedillo
Contract Coordinator
City of San Antonio
City Clerk's Office
Attn: Human Resources, Employee Benefits
P.O. Box 839966
San Antonio, Texas 78283-3966

RE: Employee Benefits Dependent Audit for the City of San Antonio - RFP No. 10-027

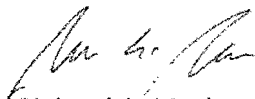
Dear Ms. Cedillo:

We are pleased to present this proposal on behalf of Buck Consultants ("Buck") to provide Employee Benefits Dependent Audit services to the City of San Antonio ("City"). We trust that our proposal will demonstrate that we are uniquely qualified to serve the City on this project because Buck:

- **Offers a proven track record of significant cost savings.** Every one of our clients has realized immediate, substantial and recurring savings when Buck performed the audit. Buck's audits find an average of 8.46% of dependents ineligible and realize an average return on investment of over 9:1 using our very conservative healthcare cost of \$1,500 per dependent. (The ROI is typically 18:1 using clients' actual costs.) We utilize professional actuarial standards of practice in order to project reliable and defensible cost savings.
- **Is a trusted partner.** Our team for the City combines a seasoned, centralized audit team with regional presence and account management. The members of our audit team for the City average more than 20 years of experience in eligibility administration and an average of 13 years of customer service experience.
- **Is recognized as a leader.** In early 2009, following an extensive due diligence and selection process, Aetna chose Buck as its vendor for conducting dependent eligibility audits for Aetna's clients nationally. The award of the Aetna contract attests to the quality and depth of Buck's process, team and experience in conducting these audits.

Please feel free to contact me with any questions you or your team have about our proposal. We look forward to hearing from you and presenting our capabilities.

Sincerely,



Richard A. Mackesey, FSA
Principal
Richard.Mackesey@buckconsultants.com
(972) 628-6825

Table of Contents

B:	Executive Summary	1
C:	Respondent Questionnaire.....	2
	General Information	2
	References	8
	Experience, Background, Qualifications.....	11
	Proposed Plan.....	18
D:	Pricing Schedule.....	38
E:	Discretionary Contracts Disclosure Form.....	40
F:	Litigation Disclosure Form	44
	Litigation Disclosure Form.....	44
G:	SBEDA	45
	Small Business Economic Development Advocacy Program Policy and List of Subcontractors/Suppliers Form	45
	Small Business Program	45
	List of Subcontractors / Suppliers	49
H:	Proof of Insurability	52
	Insurance	52
	Indemnification Requirements	59
	Indemnification.....	59
I:	Financial Information.....	61
J:	Addenda	62
K:	Signature Page	70



L: Proposal Checklist 72

Appendices 73

- Appendix A: Professional Biographies
- Appendix B: Sample Compliance Tracking Documentation
- Appendix C: Appeal Samples
- Appendix D: Sample Communications
- Appendix E: Sample Audit Reports



B: Executive Summary

Buck and Rich Mackesey are trusted advisors to the City, currently working with the Finance department on retirement consulting and audit projects (most recently auditing the actuarial valuation for the San Antonio Fire and Police Pension Fund (SAFPPF). We are confident in our ability to meet and exceed the City's expectations around the pending Employee Benefit Dependent Audit.

Buck's audit approach offers the City a suite of services to maximize your health care investment. Buck provides full-service support. We do not outsource to third-party vendors and we do not offshore any of this highly sensitive work – all data and employees reside "onshore." We have audited over one million dependents, in a variety of industries and employer sizes, ranging from 600 to over 80,000 – without a single determination overturned upon appeal. Our processes have been thoroughly examined by national carriers like Aetna, leading to our selection last year as their sole-source backroom for all Aetna customer dependent audits. We also are a finalist to serve as audit partner for another major national carrier who noted that Buck's approach to audits is far more consultative than all the other vendors they interviewed. Buck combines superior, proprietary software technology and insightful processes, including our own customer service call center, with consultative expertise, to help clients like the City think through the audit approach that will best fit their objectives and culture.

During the economic downturn, many organizations turned to audits as a way to save on unnecessary health plan costs by removing ineligible dependents. However, fiduciary requirements, especially for companies subject to government contracts, are rapidly rising as a rationale for verifying eligibility, taking needed corrective action, and maintaining strict adherence to plan eligibility provisions. Highlights of Buck's experience and expertise include:

- An average dependent removal rate of 8.46%
- Return on Investment (ROI) from nine to 18 times the investment in the audit effort; we have never conducted an audit that did not more than pay for itself in savings
- An efficient process that can be completed in the City's required timeline
- Standard and customized communication support to reduce potential organizational "noise" when reaching out to employees for verification and/or documentation
- Employer online dashboard providing real-time project status updates and reports
- Employee access to highly trained specialists with extended call hours to help employees comply (web access to forms and information available 24/7)
- Robust call and case tracking and escalation processes, should a problem situation arise
- Optional assistance in maintaining ongoing eligibility records, to ensure continued savings and compliance



C: Respondent Questionnaire

RFP ATTACHMENT A, PART ONE

General Information

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: Buck Consultants, LLC

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: One Pennsylvania Plaza

City: New York City **State:** NY **Zip Code:** 10119-4798

Telephone No. (212) 330-1000 **Fax No:** (212) 695-4185

Website address: www.buckconsultants.com

Year established: 1916

Provide the number of years in business under present name: 5

Social Security Number or Federal Employer Identification Number: 13-3954297

Texas Comptroller's Taxpayer Number, if applicable: 11339542976

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 194190609

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any:

Partnership

Corporation If checked, check one:

For-Profit **Nonprofit**



Also, check one:

Domestic Foreign

Other If checked, list business structure: Limited Liability Company

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Buck Consultants, Inc. – 1997 to 2003; Mellon Consultants, LLC (Mellon Human Resources & Investor Solutions) – 2003 to 2005; Buck Consultants, LLC, an ACS Company – 2005 to 2009; Buck Consultants, LLC – 2010 to present

Provide address of office from which this project would be managed: _____

14911 Quorum Drive, Suite 200

City: Dallas State: Texas Zip Code: 75254-7534

Telephone No. (972) 628-6800 Fax No: (972) 628-6801

Annual Revenue: _____

As of 2/8/10, Xerox acquired Affiliated Computer Services, Inc., (ACS), the parent company of Buck Consultants. ACS is a Fortune 500 company with over \$6 billion in annual revenue. Xerox is a Fortune 150 company with over \$22 billion in annual revenue. As part of a publicly traded company, Buck does not isolate out its revenue from that of our parent company.

Total Number of Employees: Over 2,000 employees

Total Number of Current Clients/Customers: 3,000 clients

Briefly describe other lines of business that the company is directly or indirectly affiliated with: _____

Buck Consultants is one of the leading benefit consulting and actuarial services firms in the world. Our professionals provide expertise in health and welfare programs, retirement benefits, compensation, employee communications, compensation, human resource management, plan administration, investment consulting, as well as global consulting and tax and legal consulting.

List Related Companies: _____

Expanding our reach and spectrum of integrated, end-to-end solutions within the HR marketplace, Buck's recent strategic acquisitions and partnerships include:

- LiveWire, LLC (acquired in 2009) supports Buck's growth and industry leadership in HR technology solutions. The company provides technology consulting, programming, support, hosting, communications, and creative services to third



parties in connection with Web site and intranet site project management, architecture and design.

- Healthcare Consulting Benefits Review LLC (HCBR) (acquired in 2006), a health care audit claims review and consulting firm, expanded Buck's audit services to include "state of the art" data management and 100% electronic audits of claims. This acquisition significantly expanded our capabilities in data management, vendor audits and dependent eligibility audits. These types of audits have become increasingly predominant and can achieve significant savings in administrative and claims costs. This group, coupled with our clinical team and benefit experts, delivers the most comprehensive audit and recovery services.
- Intellinex LLC (2006) brings an integration of tools that address talent and performance management needs, including employee learning, training, and education. Through this acquisition, Buck can offer fully integrated learning capabilities, including management of the entire learning infrastructure.

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Richard Mackesey Title: Principal
 Address: 14911 Quorum Drive, Suite 200, Dallas, TX 75254
 City: Dallas State: TX Zip Code: 75254-7534
 Telephone No. (972) 628-6825 Fax No: (972) 628-6801
 Email: Richard.Mackesey@buckconsultants.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

Texas Certificate of Account Status: Letter of Good Standing

5. Where is the Respondent's corporate headquarters located?

One Pennsylvania Plaza, New York NY 10119



6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes No

If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years 2-10 Months 0

*Various office locations. Buck Consultants is a subsidiary of ACS, a Xerox company and ACS has 432 employees across 5 offices in San Antonio.

ACS Business Process Solutions 76 employees

1111 Arion Parkway, Suite 150
San Antonio TX 78216

Redundant site for transportation client that provides billing services, mailroom services, and data entry services for multiple healthcare clients.

Client: United Parcel Service, healthcare clients.

ACS Government Solutions 123 employees

Port San Antonio, Building 171, Suite 600
485 Quentin Roosevelt Road
San Antonio, TX 78226-1866

Process and image child support payments. Provide call center services. Includes statewide Visa debit card program.

Client: Attorney General's Office.

ACS Government Solutions 30 employees

Port San Antonio, Building 171, Suite 595
485 Quentin Roosevelt Road
San Antonio, TX 78226-1974

Manage child support collections, and call center services for county clerk's office.

Client: Multiple state and local governments.

ACS Government Solutions 160 employees

Port San Antonio, Building 171, Suite 610
485 Quentin Roosevelt Road
San Antonio, TX 78226-1974

Inbound customer service for State government electronic payment card projects.

Client: Multiple state governments.



ACS Government Solutions 43 employees
Port San Antonio, Building 171, Suite 602
485 Quentin Roosevelt Road
San Antonio, TX 78226-1974
Texas Housing Disaster Recovery Call Center.
Client: Texas Department of Housing and Community Affairs.

b. State the number of full-time employees at the San Antonio office.

Buck Consultants is a subsidiary of ACS, a Xerox company and ACS has 432 employees across 5 offices in San Antonio.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes No If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months 0

d. State the number of full-time employees at the Bexar County office. 0

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No **If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.**

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No **If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.**

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No **If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.**



10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

No, Buck Consultants has not received any disciplinary action, or pending disciplinary action, from any regulatory bodies or professional organizations.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes No If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

To the best of our knowledge, the response is "no."

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

To the best of our knowledge, the response is "no."



RFP ATTACHMENT A, PART TWO

References

Using the format outlined on the following two pages, please provide three current client references and three former client references for which you provided the same services you are proposing. References should be based on the office that will be providing services to The City of San Antonio. Please include at least one municipality in current and former client references (if possible).

Current Client References

Current Client Reference 1

Organization Name:	Contact and title:
Dollar General	Chandra Matthews, Director of Benefits
Address:	Phone number:
100 Mission Ridge Drive, Goodlettsville, TN 37072	(615) 855-5452
E-mail address:	Fax number:
cmatthew@dollargeneral.com	(615) 855-5445
Effective date of contract:	Number of enrolled employees:
11/13/2008 – Initial project	8,015
Description of services provided:	
Verification was a hybrid method for entire company. Buck currently performs maintenance as well as FTS verification.	

Current Client Reference 2

Organization Name:	Contact and title:
City of Glendale	Lupe Sierra, Deputy Director, Human Resources
Address:	Phone number:
5850 W. Glendale Avenue, Glendale, AZ 85301	(623) 930-2859
E-mail address:	Fax number:
Lsierra@GLENDALEAZ.com	(623) 435-5347
Effective date of contract:	Number of enrolled employees:
July 9, 2009	1,584
Description of services provided:	
Verification was a Proof of Eligibility method for entire company.	



Current Client Reference 3

Organization Name:

Ochsner

Address:

1201 S. Clearview Pkwy, Building B, 5th Floor,
Los Angeles, CA 70123

E-mail address:

Tschiro@ochsner.org

Effective date of contract:

5/28/2009 – Initial project

Contact and title:

Tracey Schiro, AVP, HR Corporate Programs

Phone number:

(504) 824-2704

Fax number:

(504) 842-6467

Number of enrolled employees:

4,988 in original verification. Oschner has chosen a monthly maintenance program.

Description of services provided:

Verification was the Proof of Eligibility method for the entire company.

Former Client References

Former Client Reference 1

Organization Name:

Wesco

Address:

225 West Station Square Drive, Suite 700,
Pittsburgh, PA 15219

E-mail address:

PDolan@wescodist.com

Effective date of contract: :

5/26/2009

Contact and title:

Paul Dolan, Director, Employee Benefits

Phone number:

(412) 454-4868

Fax number:

(412) 454-2560

Number of enrolled employees:

2,518

Description of services provided:

Verification was a hybrid method for entire company.

Former Client Reference 2

Organization Name:

Equifax

Address:

1550 Peachtree St. NW, Atlanta, GA 30309

E-mail address:

adolyn.myers@equifax.com

Effective date of contract:

6/26/2008

Contact and title:

Adolyn Myers, Director of Benefits

Phone number:

(404) 885-8337

Fax number:

(404) 885-8748

Number of enrolled employees:

2,329

Description of services provided:

Verification was a hybrid method for entire company.



Former Client Reference 3

Organization Name:

Key Safety

Contact and title:

Vickie Bellinger, Manager of Compensation and Benefits

Address:

7000 Nineteen Mile Road, Sterling Heights, MI 48314

Phone number:

(586) 726-4018

E-mail address:

BellinV@Keysafetyinc.com

Fax number: :

(586) 726-4222

Effective date of contract:

7/25/2008

Number of enrolled employees:

836

Description of services provided:

Verification was the Proof of Eligibility method for the entire company.



RFP ATTACHMENT A, PART THREE

Experience, Background, Qualifications

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- 1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.**

Buck has been performing dependent eligibility audits since 1979. Our Dependent Eligibility Verification services, offered as a structured product/service by our Audit and Reporting Practice team, were introduced in 2004.

Buck's audit team has over 25 years of experience in performing a range of comprehensive medical, pharmacy and eligibility audits. Professional backgrounds of team members include those of former administrators, PBM advisors, auditors, accountants, analysts and specialized IT personnel. The audit team members have spent numerous years working with major group health insurance carriers, third party administrators, case management vendors, pharmacy benefit managers and retail, specialty and mail order facilities. Their substantial experience in plan design, administration, implementation, documentation and regulatory compliance enables this audit team to offer the City a broad perspective.

Track record of significant cost savings. Every one of our clients has realized immediate, substantial and recurring savings from Buck performing the audit. Buck's audits find an average of 8.46% of ineligible dependents and average realized return on investment of over 9:1 using a very conservative healthcare cost of \$1,500 per dependent. (The ROI is typically 18:1 using clients' actual costs.) We utilize professional actuarial standards of practice in order to project reliable and defensible cost savings.

A proven leader. In early 2009, following an extensive due diligence and selection process, Aetna selected Buck as its vendor for conducting dependent eligibility audits for its clients nationally. The award of the contract with Aetna attests to the quality and depth of Buck's process, team and experience in conducting these audits.



Sample List of Buck's Audit Clients

- Ball Corporation
- Broadridge
- Chevron Corporation
- City of Glendale
- City of Minneapolis
- Dollar General
- Equifax
- Integris Health Systems
- International Paper
- Metropolitan Government of Nashville
- Ochsner Health Systems
- Ohio State University
- Parkland Health Systems
- Pier One
- Polk County
- RGIS
- Tenet Healthcare
- WellPoint
- Wesco

2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

Buck Consultants has provided retirement consulting and audit services to the City of San Antonio at the request of Ben Gorzell and the Finance department.

Serving public fund clients is one of Buck's core strengths. In fact, we have been serving the public sector longer than any other retirement/actuarial consulting firm; more than 90 years ago, Buck's founder, George B. Buck, established the actuarial basis of the New York State and City retirement systems. Now we perform public sector consulting across our lines of business. We offer significant public sector health, welfare and pension experience providing actuarial and benefits consulting services for over 1,000 public sector entities throughout the country.

The following provides a representative list of our (Local) public sector clients.

Representative List of Public Sector Clients	
Alabama PEEHIP	Metropolitan Govt of Nashville & Davidson County
Alaska, State of	Minneapolis, City of
Alexandria, Va.	Nashua, City of
Arizona Department of Administration	Nebraska Public Employees Retirement System
Arizona Local Government Employees Benefit Trust	New Jersey Retirement Systems
Arizona State Retirement System	New York City Management Benefits Fund
Austin, City of	New York City Office of The Actuary
Austin Firefighters Retirement and Relief Fund	New York City Uniformed Firefighters
Carrollton/ Farmers Branch ISD	New York State Department of Civil Service
City Public Service of San Antonio (CPS)	Norman, Oklahoma, City of
Clayton County Retirement System	North Carolina Local Government



Representative List of Public Sector Clients

Colorado Trust, The	Ohio Department of Administrative Services
Colorado, Office of the State Auditor	Ohio Police & Fire Pension Fund
Commerce City, City of	Ohio School Employees Retirement System
Contra Costa County	Oklahoma Wildlife Conservation Commission
Creve Coeur Fire District	PERA of Colorado
Creve Coeur, City of	Philadelphia Corporation for Aging
Dallas Area Rapid Transit	Pinellas County Florida
Dallas, City of	Polk County Florida
Dallas Police and Fire Pension System	Pueblo County Retirement Plan
Dallas Employees Retirement Fund	Pueblo, CO Board of Water Works
Desert States	San Antonio, City of
El Paso, City of	San Diego, City of
El Paso Firemen and Policemen's Pension System	Savannah River Nuclear Solutions, LLC
Employees Retirement System of Texas	St. Petersburg, Florida, City of
Englewood, Colorado	Stamford, City of
Florida State Health and Welfare	Tallahassee Employees
Havre de Grace, City of	Tucson, City of
Health Plan of San Mateo	Tulare County Employees' Retirement Assoc.
Hialeah Employees'	Tulsa, City of
Lake County	U.S. Virgin Islands
Lake Havasu, AZ, City of	Vermont Employees
Los Angeles, County of	Vermont Municipal Employees
Maricopa County	Weber County
Marietta, Georgia	West Metro Fire Rescue
Maryland, State of	Yuma County

Buck's public plan consultants constitute a separate group within our health and productivity and retirement practices. This group of consultants interacts regularly to share ideas and developments unique to the public sector, identifies issues of interest to our clients and ensures that all Buck consultants working with public sector clients are apprised of new developments. Your team's lead consultant will be responsible for communicating with you on these developments.

Our public-sector-focused consultants are called upon to provide expert testimony to state and local systems, and they have appeared before numerous legislatures and public sector study commissions. Based on our expertise in analyzing the fiscal impact of proposed pension, health and benefit legislation, we will keep you updated on any anticipated or unexpected legislation and its implications for you.

3. ***Describe key resources that will be used to support this project. Specifically state whether or not a local office with customer walk-in service will be available and the physical address of the location. Provide the hours of operation for walk-in service and the hours for telephone service. Please provide detailed information about resources that will be used to receive employee personal documentation***



(i.e., secure email option, facsimile option, US Postal Mail locked P.O. box or locked/unlocked outside mailbox, other.)

Our Customer Service Center, with dedicated auditors for Dependent Eligibility Certification, is located in a single facility in Maumee, OH, where the Buck Audit and Reporting Practice is based. The Customer Service Center is accessible 8:00 a.m. to 8:00 p.m. EDT Monday through Friday and Saturday 9:00 a.m. to 2:00 p.m. EDT.

Each client receives its own toll free phone number that identifies the client to the service center teams so when an employee calls, the phone call is answered identifying the employer. If employees call outside of service hours, they can leave a message.

We staff six service center representatives/auditors for each 8,000 dependent units plus an additional three individuals that are cross-trained to assist in the event of overflow. This ratio may change due to the complexity of the audit. We assign a Project Manager to each client as a single point of contact. The average years of experience for our Service Center Representatives/Auditors are 13. The average years for our management team are 20+.

Primarily we allow photocopies of actual documents mailed via the USPS. Fax numbers are typically not provided unless we are directly on the phone with an employee that has a valid reason for circumventing the standard mail process. That said, other arrangements can be discussed.

4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.

No subcontractors, joint ventures or any other relationship of this kind will be required for the completion of this project.

5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.

The following table identifies our core team members and their qualifications.

Name/Location	Team Role	Credentials	Experience
Rich Mackesey, FSA Principal Dallas, TX	Account Executive	FSA, MAAA, EA	Rich is a Principal and Consulting Actuary and the Retirement Practice Leader in the Dallas office. He has more than 20 years of actuarial consulting experience.



Name/Location	Team Role	Credentials	Experience
Judy Felhaber Principal Maumee, OH	Lead Strategic Consultant	Licenses: Administrative Services Manager	Judy is a Principal and the National Practice Leader, Audit and Reporting Services practice. Her experience in the benefits industry exceeds 25 years and includes 12 years of claim and eligibility administration and six years dedicated to health care plan audit services.
Dan Carleton Director of Operations Maumee, OH	Lead Operations Consultant	CPA	Dan is the Director of Operations, Audit and Reporting Services practice. He brings over 20+ years of experience working with large self-funded groups and eligibility issues.
Kandy Plaunt Director of Dependent Eligibility Audit Team, Maumee, OH	Team Leader		Kandy will be the leader for the dependent eligibility audit team and brings experience working for a Fortune 500 healthcare firm. She will handle customer reporting issues along with other day-to-day activities.
David Gibson, CEBS Director, Health and Productivity Dallas, TX	Lead Health and Productivity Consultant	CEBS	David is a Director and Health and Productivity consultant with 18 years of experience assisting in the design, selection, communication and implementation of benefit plans.

6. Confidentiality of personal data is critically important. Please describe your process for insuring confidentiality of data. Specifically explain how your staff is trained to handle sensitive and confidential data. Provide details about how you handle any unintended confidentiality breaches. State how you would protect employees against identity theft if such a breach should occur. List any instances of data security failures in the last 5 years, the outcome of such failures and remedies used.

A normal aspect of an auditor's work is the sensitive nature of the information being handled. Whether it is the salary information of individual members or a proposed change that is in the early stages of discussion, the decision of confidentiality is the City's, not ours. We assume everything is confidential unless instructed otherwise by statute or by the City. To help ensure this, we have several layers of password protection on our databases. Client correspondence is only circulated within Buck on a need-to-know basis. Furthermore, data on individual members are maintained without name, only membership number is shown on the record.

Documentation is delivered to and collected from each DEV specialist by a process support team member and verified through the Document Control Number (DCN) on



each file. No documentation is allowed to be retained at a non-supervisor team member workstation. Our facility is HIPAA compliant, and we follow extensive security measures for access and entering the facility, a clean desk policy, HIPAA compliant storage, and certified document destruction.

We provide the document destruction certificate to the client. As a disaster recovery measure, our servers are backed up at a secure subsidiary location, which is also HIPAA compliant.

Following are some descriptions of Buck's security processes:

Client Confidentiality

Practices and procedures are in place at all Buck offices to secure client data, both when housed within Buck and during information transfer. All computers are encrypted to enhance security and privacy, and employee workstations default to a locked screen after a short period of inactivity, requiring a password to re-enter.

Confidentiality is also emphasized in policies such as the "ACS Code of Ethical Business Conduct" that each staff person receives and is reinforced in annual Ethics Awareness Training certifications that every staff person is required to take.

Buck also offers secure data transfer website access to our clients.

Incidents

ACS corporate policy is to protect the privacy of our clients by not disclosing details of security violations, except to the directly affected clients or the authorities as required by law. Buck Consultants/ACS has had fewer than a dozen privacy-related or IT security-related incidents over the last five years. One involved the theft of a printed report with client participant's Personally Identifiable Information, and the others involved the mistaken addressing or failure to encrypt emails that contained Personally Identifiable Information. If an occurrence should occur, we would review the situation with the City. Based on the scope of the breach, we would offer to purchase identity theft insurance for the affected employees.

Disaster Recovery

Buck and ACS have a formal, business-specific disaster recovery plan in place. The plan's objective is to minimize the effect of any event that might interrupt our ability to provide service to our clients, while at the same time protecting the health and safety of our employees.

In the event of a systems malfunction, we maintain duplicate hardware, ensuring that we have continuing access to information. As an additional safeguard, we maintain a contract with a disaster recovery vendor for disaster recovery capability and facilities to support applications not operating in real time. In case of need, this facility would be used for all batch processing originating on our mainframe applications.

Elements of our disaster recovery plan are tested throughout the year, and the entire plan is tested at least once a year. We successfully recovered Buck applications in a test of our Pittsburgh Data Center in November 2009 and our Secaucus data center in December 2009.



Backup Strategy

System files are backed up once a day and sent offsite. Separate files that contain scanned images are retained on the system as an integral part of our data retention process and are backed up accordingly.

Historical transaction and accounting information are stored and can be recreated as necessary to help ensure that the requisite data are available to meet regulatory requirements.

Business Continuation Plan

In addition to building in technical redundancy, Buck has designed our operating environment with limited redundancy. Our facilities are located in specific regions to help ensure that there is built-in backup, yet these sites are close enough to let us relocate our staff within short periods of time as needed to minimize disruption.

7. Are criminal background checks conducted for all staff members involved in the data collection, data evaluation and customer service aspects of this project? If yes, please describe the frequency done and the background check process used (local, state, national). Please list the types of criminal convictions that would result in disqualification of an individual from working on this project.

All Buck/ACS employees undergo a criminal background check upon hire. The background check includes county, state and federal checks along with the global sanction search and social security verification.

If the City wishes to perform additional screening and background checks on some preferred periodic basis, we can discuss options and mutually agreeable terms. We are aware of the importance of data security, and especially your participants' protected personalized information, and have steps in place to ensure your participants' information is not compromised.



Proposed Plan

Prepare and submit the following items.

- 1. Provide Respondents detailed plan to initiate the Employee Benefits Dependent Audit in March 2010 and provide Respondents earliest completion date. Plan shall include, but is not limited to; specific communication tasks, document collections and validation method, audit method, communication distribution method, follow-up method, and report process and appeal method. Respondent shall also provide a timeline showing all steps of the Employee Benefits Dependent Audit.**

Buck's audit approach offers the City a suite of services to maximize your health care investment. Buck provides full-service support. We do not outsource to third-party vendors and we do not offshore any of this highly sensitive work – all data and employees reside “onshore”. We have audited over one million dependents, in a variety of industries and employer sizes, ranging from 600 to over 80,000 – without a single determination overturned upon appeal. Our processes have been thoroughly examined by national carriers like Aetna, leading to our selection last year as their sole-source backroom for all Aetna customer dependent audits. We also are a finalist to serve as audit partner for another major national carrier who noted that Buck's approach to audits is far more consultative than all the other vendors they interviewed. Buck combines superior, proprietary software technology and insightful processes, including our own customer service call center, with consultative expertise, to help clients like the City think through the audit approach that will best fit their objectives and culture.

During the economic downturn, many organizations turned to audits as a way to save on unnecessary health plan costs by removing ineligible dependents.

However, fiduciary requirements, especially for companies subject to government contracts, are rapidly rising as a rationale for verifying eligibility, taking needed corrective action, and maintaining strict adherence to plan eligibility provisions.

Highlights of Buck's experience and expertise include:

- An average dependent removal rate of 8.46%
- Return on Investment (ROI) from six to 23 times the investment in the audit effort; we have never conducted an audit that did not more than pay for itself in savings
- An efficient process that can be completed in the City's required timeline
- Standard and customized communication support to reduce potential organizational “noise” when reaching out to employees for verification and/or documentation

Dependent eligibility audits are extremely sensitive because of their personal and financial nature. In order to effectively meet your requirements, the City needs a partner with a proven approach, an experienced staff, and a track record of success. We believe audits offer a valuable opportunity to deliver a positive message about an organization's commitment to “do the right thing” for the plan and its participants. The project also provides an opportunity to reinforce messages that the City may currently be emphasizing with employees, such as “shared responsibility.”



- Employer online dashboard providing real-time project status updates and reports
- Employee access to highly trained specialists with extended call hours to help employees comply (web access to forms and information available 24/7)
- Robust call and case tracking and escalation processes, should a problem situation arise
- Optional assistance in maintaining ongoing eligibility records, to ensure continued savings and compliance

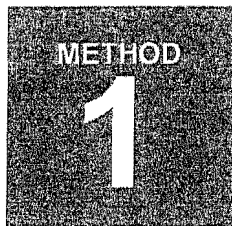
Buck addresses three distinct audit areas progressively.

Bottom-line, if cost containment and compliance are of significant importance to the City, then the Buck audit approach is the most comprehensive means to meeting your short and long-term objectives.

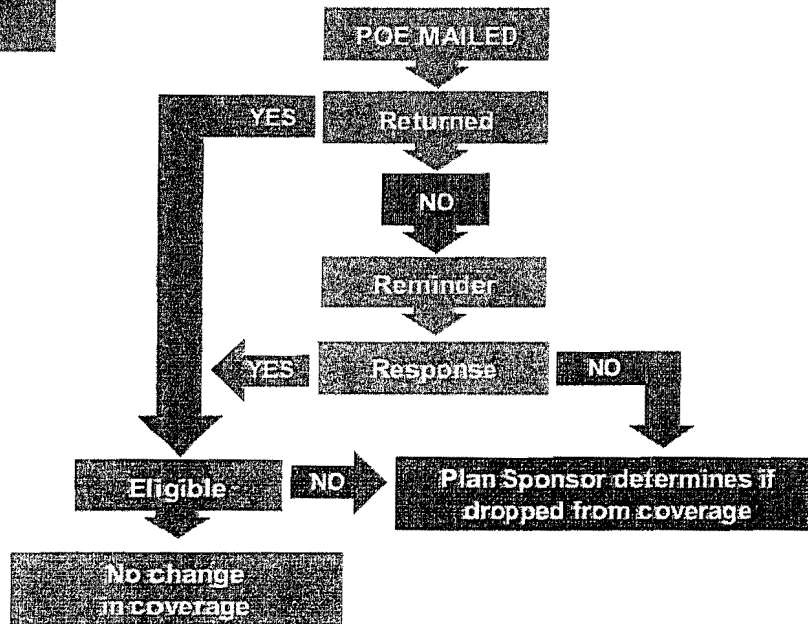
Methodology Options and Amnesty

Our dependent audits are flexible in their approach and design. We offer two different Dependent Eligibility Verification (DEV) audit methods:

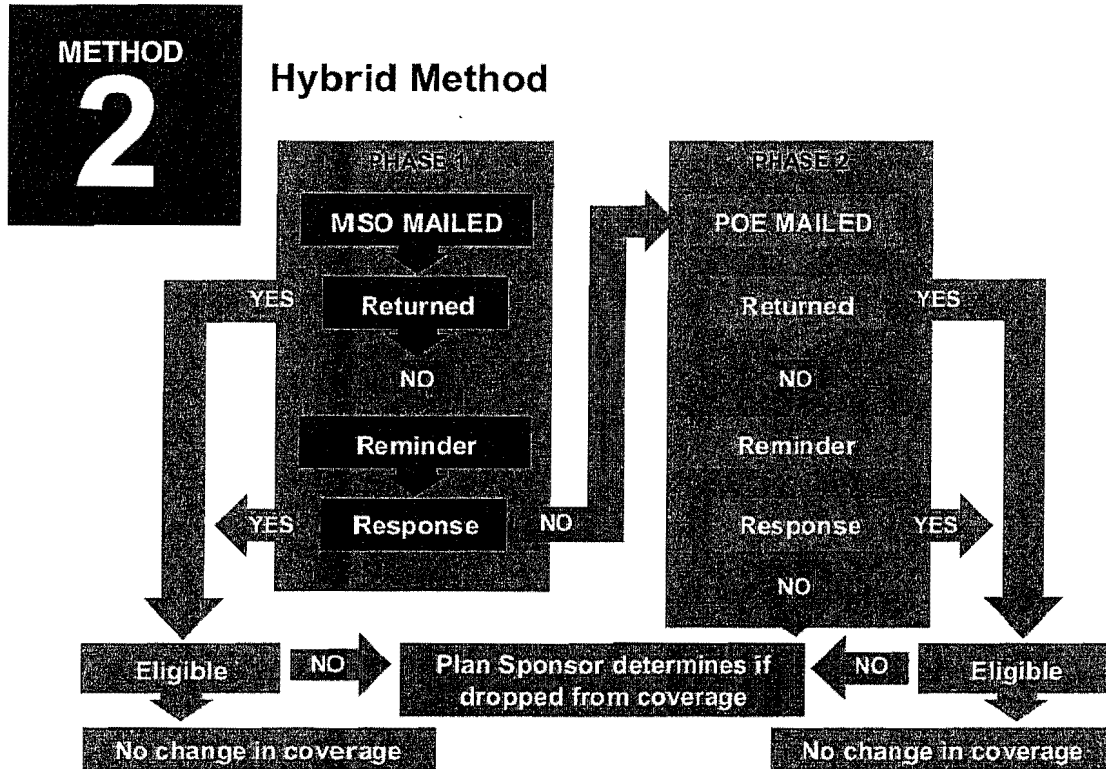
- **Proof of Eligibility (POE) Method:** In applying this method, documentation proving eligible status of any dependent is requested throughout the project. The request packet includes an introduction letter, FAQ sheet, and questionnaire with instruction to provide documented proof of eligibility (e.g., birth certificate, marriage certificate, etc.).



Proof of Eligibility (POE)



- Hybrid Mandatory Sign-Off (MSO) + (POE) Method:** In applying this method, a questionnaire is sent to employees with dependents, which provides information enabling our project team to determine the eligible status of dependents based upon employee responses. No documentation is required in the initial stage of the project with this method. However, individuals that do not participate in the initial stage of the project are required to provide documented proof of the eligible status of any dependent during the next stage of the project.



Our philosophy is that **Amnesty is a concept and not just a phase of the project.** This is different from our competitors who view Amnesty as a separate phase of their offered audits. By including amnesty provisions throughout the initial project it demonstrates an environment of fairness. That is, verification of a dependent’s eligibility is generally a new practice for each employer. Therefore, when amnesty is allowed throughout the project it communicates the message that the employee is being given a chance to correct enrollment mistakes simultaneously with the employer’s implementation of more stringent eligibility administrative practices.

Our practical experience has demonstrated that it is important to keep in mind that many employee enrollment mistakes are unintentional and often discovered by the employee when they attempt to qualify a dependent. By allowing amnesty coincident with qualification, the task becomes an “either/or” situation rather than one wherein the employee misses the amnesty period because they do not understand guidelines.



Equally important is the fact that including amnesty throughout the project limits the number of “touch-points,” that is, the number of times necessary for interface with an employee. If an employee responds to the initial request, their efforts are limited to a single communication and anxiety is significantly reduced because they are offered the opportunity to remove or validate their dependents upon notification of the new requirement.

Choosing a Methodology: If the City's intent is to collect documentation on all dependents as quickly as possible, we recommend using the Proof of Eligibility (POE) Method. However, if the goal is to acclimatize employees gradually to a changing environment that will eventually require the City's members to provide documentation for all dependents, we typically recommend the Hybrid Method. Note that both of our methodologies focus upon educating employees on the importance of adhering to established eligibility guidelines.

We discuss our follow-up procedures in response to question 5 of this section.

Timeline

A timeline outlining the steps of the Employee Benefits Dependent Audit follows.

**City of San Antonio
Dependent Eligibility Verification Project
Timeline Comparison: Hybrid vs. POE**

Milestone	Hybrid Timeline Sample	POE Timeline Sample	Responsibility
Implementation			
Contracts & Agreement Completion	05/05/10	05/05/10	Buck / San Antonio
Kickoff Meeting	05/11/10	05/11/10	Buck / San Antonio
Implementation Meeting	05/18/10	05/18/10	Buck / San Antonio
Initial Draft of Correspondence	05/27/10	05/27/10	Buck / San Antonio
Initial On-line Preparation	05/27/10	05/27/10	Buck / San Antonio
Final Approved Draft of Correspondence	06/06/10	06/06/10	Client
Receive Eligibility Data	06/17/10	06/17/10	Client
On-Line Development Completed	06/26/10	07/17/10	Buck / San Antonio



On-Line Demo to Client	06/29/10	07/20/10	Buck / San Antonio
Client Approval of On-Line	07/02/10	07/23/10	Client
HR Web Cast	07/03/10	07/24/10	Buck / San Antonio
Mailings			
Announcement Postcard	07/03/10	07/24/10	Buck
Initial MSO Packet	07/13/10	Do not apply	Buck
MSO Reminder (Second Full Packet)	08/01/10	Do not apply	Buck
MSO Response Postmark Date	08/12/10	Do not apply	Buck
Initial POE Packet	08/26/10	08/03/10	Buck
Reminder POE (Second Full Packet)	09/15/10	08/25/10	Buck
POE Response Postmark Date	09/25/10	09/17/10	Buck
POE Incomplete Postmark Date	10/05/10	09/27/10	Buck
"No Response" Default Removal Letter	10/12/10	10/07/10	Buck
Coverage Termination			
Final list of Terminated Dependents to Eligibility Vendor	10/15/10	10/10/10	Buck
Recommended Coverage Termination Date	10/31/10	09/30/10	
Appeals Period			
Appeals period begins	10/05/10	09/27/10	Buck
Appeals period ends	12/04/10	11/26/10	Buck
Project Completion			
Appeals adjustments	12/19/10	12/11/10	Buck
Updated Appeals list to Eligibility Vender	12/20/10	12/12/10	Buck
Executive Summary Report	12/30/10	12/22/10	Buck

NOTE: Incomplete Notices and Participation Complete Notices are provided throughout the duration of the project.

NOTE: Timeline is only an estimate; Final timeline will be established at Implementation Meeting



2. ***Describe in detail if Respondent proposed plan includes any personal assistance to employees with unique situations such as obtaining international birth records or certificates.***

Our dedicated onshore call center is staffed by Buck employees specifically trained on dependent audits as well as the City's specific terms and conditions. City employees will have access to a website for communications, FAQs and secure messaging to make the audit process easier. The call center will be able to direct employees via internet links to relevant sites where they can request foreign information, by location.

3. ***Describe Respondents customer service model, to include Telephonic customer service hours and days of operation, English and Spanish speaking capabilities, number of customer services employees, number of customer service employees that speak Spanish.***

Call Center

Our well-trained, experienced DEV Specialists provide comprehensive service to the City's employees. Our dedication to meeting the City and internal project standards for call center service ensures that service is provided in a timely, professional manner.

As discussed in response to question 3 of the prior section on Experience, Background, Qualifications, the Buck Service Center is located in northwest Ohio and is accessible Monday through Friday 8:00 a.m. – 8:00 p.m. ET and Saturday 9:00 a.m. to 2:00 p.m. ET).

The DEV Specialists in our service center support both English and Spanish. As already discussed, we staff six service center representatives/auditors for each 8,000 dependent units plus an additional three individuals that are cross-trained to assist in the event of overflow, of which three to four speak Spanish.

For disaster recovery and over-flow purposes, the Service Center is replicated within the U.S. Our core team of DEV specialists has extensive experience in eligibility administration, customer service and dependent verification. This combination of experience has proven successful as evidenced by the regular "thank-you" messages received from employees who have participated in a DEV project.

System and Processes

Buck provides two methods for employees to make contact throughout each DEV project. The preferred method is to allow the City employees the opportunity to speak to a DEV Specialist so they may easily obtain answers to all their questions. Our extended customer service hours provide ample opportunities for live support. We believe this "high-touch" approach brings efficiency to employees as they generally have more than one question or their initial question leads to another. Furthermore, it provides employees a feeling of security as they receive immediate feedback or confirmation regarding this very important issue. Overall, this approach results in a more positive employee experience.



Buck also offers a dedicated Web-portal for employee customer service. At the beginning of each project, all employees are provided a user ID and PIN number for system access. On this portal they may complete their eligibility response and/or ask questions. All inquiries made or responses submitted through the dedicated Web-portal are responded to within 24 business hours.

Our phone system has the capacity to handle call volumes without interruption or busy-out for all existing business and future projects.

Toll-Free Number

The City will be given an 800 number exclusively for its members.

Inquiry and Complaint Reporting

Each call received in the DEV Service Center is automatically recorded. Upon identification a HIPAA compliant verification of the caller is completed and the DEV Specialist immediately activates a call log record in DADE. The DEV Specialist enters the call type, conversation notes, reminders and other information necessary to support the call.

If applicable, the DEV Specialist may route the call for specific handling or diary the call for follow-up actions (e.g., contacting the member when documents are received, etc.). In the event of a complaint, the issue is escalated for resolution and entry into the client service log for review during the next scheduled status call. Should the service issue need immediate attention the project manager will coordinate the necessary parties for resolution.

Because each call is assigned a "call type," reporting is available to the City by this data field. Sample "call types" include:

- Requested duplicate mailing
- Confirming dependent status
- General question about mailing
- Service Request

Reports are automatically included in the standard reporting package, and results will be compared to benchmarks and discussed with the City. Should any particular call type cause concern, appropriate actions will be immediately initiated by Buck.

After-Hour Services

Enrollees who place a call to the customer service center after normal operating hours will hear a recording, designed specifically for the City and approved by the City, such as, "Welcome to the Dependent Eligibility Verification hotline. After the beep, please leave a complete message including your name and phone number, and someone will get back to you within one business day."

Enrollees will also be able to submit questions to our service center online 24 hours a day through our Web portal. All website inquires are responded to by our service center representatives within one business day.



Response Time

Our goal is to provide first call resolution. We understand that our caller's time is valuable and we make every attempt to resolve each call as it comes into the call center. For those calls that require further research or escalation, we respond to these calls via telephone or in writing as quickly as the answer is available, within five business days or sooner, if possible.

Call Escalation

All DEV Specialists are specifically trained in a manner to provide the employee with all the necessary information needed to respond or resolve their question or concern. If a complete response is not obtained during the initial call (confirmed by the employee's agreement to resolution), an agreed-upon response time is secured before the call ends. The call is immediately entered into the DADE system for follow-up. Because each call is recorded, all specialists are incentivized to accurately reflect follow-up call information.

If a response is scheduled for completion and the DEV Specialist is not logged into the system, a notice is sent to the supervisor for re-allocation to an available team member. If a service call cannot be resolved within three attempts (e.g., DEV Specialist confirmation that all employee questions have been answered), the call is escalated to the next level of supervision. A subsequent pattern occurs if the caller is not satisfied. Should a call reach a member of the senior management team, immediate notification is made to the City. Collectively, senior management and the client will work to resolve the employee's question or concern.

Historically, the service team does not experience calls that require supervisory intervention due to Buck's performance. Most often, employee dissatisfaction is a result of an identified ineligible dependent or other concerns regarding the purpose or requirements of the project. When a DEV Specialist identifies a dissatisfied employee, he or she makes several attempts to properly and positively communicate the purpose of the project to the individual. If the employee is not satisfied, the issue is escalated to a supervisor and appropriate actions are taken until resolution is achieved.

4. Describe in detail the process for US Postal mail creation lists and distribution of all communication materials to introduce the audit to employees and retirees.

Buck utilizes the National Change of Address (NCOA) system in order to access the most recent address on file with the U.S. Postal Service. A comparison of our data and the NCOA data is completed prior to the distribution of the project Announcement. This comparison allows for the most accurate and up-to-date address data to be secured prior to the distribution of the time sensitive, Initial Packet distribution. The Buck process has produced results of less than 1 percent "return-to-sender" exceptions.

Should a letter be returned to Buck, it is immediately re-sent as our experience indicates that a second attempt is most often successful. If the second attempt fails, Buck will coordinate efforts with the client in order to validate any updates they may have that were not communicated to Buck. The coordination of this information generally takes place weekly until the near end of the project. If outstanding "return to sender" issues



remain, Buck will coordinate with the client to deliver the correspondence internally or some other acceptable form of distribution.

Communication Materials

All pieces of Buck communications used during the audit are completely customizable. In the initial kick-off meeting, we discuss corporate culture and identify the unique features that need to be addressed. This interaction enables the team to customize communications specifically for that client. In addition, the City is given the ability to approve all communications prior to release.

During the Implementation phase of the project, all communications are developed according to the guidelines set forth in the Summary Plan Description (SPD), initial discussions, and per the clarifications agreed to by the City. During this third and final step of implementation, Buck prepares the communications and provides draft copies to the City for review and approval. Depending upon the City's preference, the presentation and review of all correspondence may be completed jointly with Buck or independently, which is followed by a discussion regarding any requested modifications. The City will have final approval on all communications prior to issue.

The chart below describes the typical communication plan as utilized by past Buck clients. This plan adheres to the RFP minimums and has proven to be effective as it has solicited an average employee response rate of over 97 percent. For the purposes of this response Buck has assumed a response period of 30 days for all project phases. The response phase may be extended if desired by the City and the final decision may be made during the project Implementation phase.

Document	Number	Hybrid (MSO & POE)	POE (only)
Announcement	1	Day 1	Day 1
Initial Packet	Includes all documents noted below		
Introduction Letter	1	Day 11	Day 11
FAQ	1	Day 11	Day 11
Certification Worksheet (Questionnaire only)	1	Day 11	
Verification Worksheet (Questionnaire & Documentation request)	1		Day 11
Return Postage Envelope	1	Day 11	Day 11
Reminder	1	Day 31	Day 31
Phase Response Deadline		Day 45	Day 45
POE Packet			
POE Introduction Letter	1	Day 60	
Verification Worksheet (Questionnaire &		Day 60	



Document	Number	Hybrid (MSO & POE)	POE (only)
Documentation request)			
Return Postage Envelope	1	Day 60	
Reminder	1	Day 80	
Phase Response Deadline		Day 90	
Default Removal Notice	1	Day 105	Day 60
Other Communications			
Incomplete Notice		As needed	Daily
Participation Complete		1	Daily
Appeals Notice		As needed	Daily
Appeals Confirmation		As Needed	Distributed following client approval

All documents sent to employees are retained electronically and may be reproduced as requested. All documents received by Buck are imaged immediately and retained in the DADE system.

5. Describe in detail the process how Respondent will track employee compliance with the audit requirements. Describe how Respondent will conduct at least two (2) outreach follow up communications with each employee who fails to comply with the audit requirements. Provide a sample of compliance tracking documentation.

Follow-Up Procedure

In order to solicit 97%+ or greater employee response, Buck has automatic reminder notices built into the process. These triggers are an important part of the DADE system and are automatically generated for all employees who have not responded by predetermined trigger dates.

If a participant has not responded within two weeks of receiving the initial correspondence packet, the participant is sent a reminder letter informing the participant that the requested documentation has not been received. The letter provides clear instructions on what is being requested of the participant.

For instance, if a participant provides insufficient documentation, an "incomplete" letter is sent to the participant documenting what is missing and what the participant needs to do in order to provide the proper documentation to verify eligibility. Participants who do not respond to any requests for documentation, do not respond to requests for additional information, or are found not qualified for coverage receive a default removal letter confirming that their dependents are ineligible.



In addition to the reminder mailers sent to the employee's home, Buck encourages a telephone-based outreach program for all employees who fall into the non-response status. This outreach program is incorporated during the final week to 10 days of the employee response period. Inclusion of this reminder service does require that employee phone numbers be provided within the original data furnished to Buck.

As a means for internal support, the Buck communications team will assist the City in developing email messages designed for internal reminders to each employee. If the City can provide work email addresses, Buck will send the email messages on your behalf.

Sample compliance tracking documentation is provided in Appendix B.

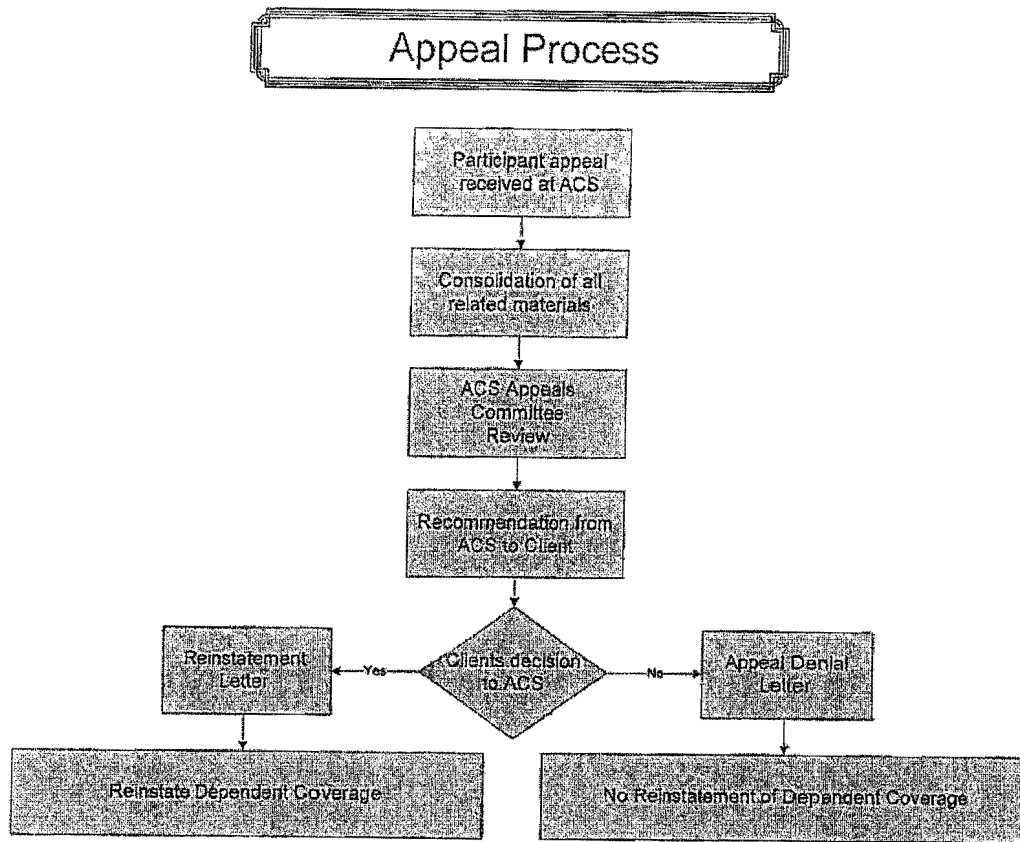
6. Describe Respondents plan for receipt and evaluation for an appeal process by employees during the audit process and within 60 days after the delivery of the final audit report. Provide a sample of Respondents appeal reports.

Appeals Processing

Buck provides support for every appeal filed by an employee. Upon identification and approval of an ineligible dependent, notification is sent to the employee. Accompanying this notification are specific instructions regarding the Appeals process. If the employee chooses to file an appeal the information is sent directly to Buck. Buck will compile all supporting documentation and information (i.e., employee responses, phone records, etc.) for review. The Buck Appeals Committee comprised of the DEV Director, Core Team Leader, and Project Executive will review the file and prepare an initial assessment for the City. This assessment is then reviewed with the City for their final decision. The City has complete discretionary authority for all appeals decisions.

Once the final appeals decision is made, Buck will send the applicable response (i.e., approval or denial) directly to the employee's home. Eligibility data files will then be updated accordingly. Appeals are a standard inclusion in all of Buck's DEV projects. We have been providing our clients this service, structured to meet the ERISA guidelines, since 2004.





Sample appeal documentation is attached in Appendix C.

7. Confirm if communication materials are available in both English and Spanish. Provide sample copies of communication materials in both English and Spanish.

Yes, at Buck we have multilingual support and can provide material in both, English and Spanish. Sample communications are provided in Appendix X.

Sample communications in English and Spanish are provided in Appendix D.

8. Provide a sample of a mid-audit report of findings and a final audit report findings. Provide sample reports of each. Describe how reports may be accessed or received by City.

Buck keeps every client up-to-date on the audit results throughout the entire project. To that end, our Web portal is updated with real time statistics and can be viewed by the City at all times during the audit. The State can view the following statistics on a real time basis:

- Total dependents in the audit
- Qualified dependents

- Removed dependents (sorted by reason from removal)
- Non-responses
- Phone statistics

We also offer weekly or bi-weekly update phone calls with every client to go over statistics, results, and recommendations throughout the entire process. By utilizing these methods, our clients continually are kept abreast of their audit and how their project is proceeding.

A mid-project report and the final executive report will be reviewed directly with the City.

Sample daily, mid-audit and final reports are provided in Appendix E.

- 9. Describe how Respondent will provide a secure and confidential collection of official documents from each employee with enrolled dependents that affirm each enrolled dependent meets the eligibility requirements set forth by the City Council and outlined in the City's health benefits plan documents.**

Security and Confidentiality

Documentation is delivered to and collected from each DEV specialist by a process support team member and verified through the Document Control Number (DCN) on each file. No documentation is allowed to be retained at a non-supervisor team member workstation. Our facility is HIPAA compliant, and we follow extensive security measures for access and entering the facility, a clean desk policy, HIPAA compliant storage, and certified document destruction.

We provide the document destruction certificate to the client. As a disaster recovery measure, our servers are backed up at a secure subsidiary location, which is also HIPAA compliant.

Buck is extremely conscious of the sensitivity of client data. Our server checks each incoming connection to ensure security before transmitting sensitive data. Buck relies on three "lines of defense" when it comes to the security of the Advantage Web module:

- On your computer
- During transmission of information over the Internet
- On our own systems.

Assuring confidentiality of client data is a priority for your Buck team, and the Advantage solution is created to restrict access to confidential information to identify and authorized parties only—including information received or shared with HIPAA covered entities. All data is encrypted and stored in a secure location. Buck will:

- Utilize 128-bit encryption on all interfaces
- Require all systems to use User ID and PIN for access



- Create strong password protection on all non-secure documents (example: spreadsheets)
- Require/accept alphanumeric user-defined passwords
- Require system re-authentication after no longer than 10 minutes of inactivity
- Provide network redundancy, load balancing, firewalls, and intrusion detection
- Monitor your systems to detect deviations from access control and security policies
- Ensure all provider employees lock workstations when they leave their work area, and employ screen saver passwords if unattended more than 10 minutes
- Secure and back up application software, files and operating system
- Ensure access to Guardian data (electronic and paper) is restricted to Guardian authorized users
- Secure software development area and data centers 24 hours a day

In addition, as documents are received they are imaged (scanned) and processed. Documents of eligible dependents are destroyed (the digital image is retained). Documents of potentially ineligible dependents are kept at least until the end of the appeals phase OR up to one year, depending on the decisions made during the implementation phase of the project. All documents are digitally scanned and maintained for up to one year.

10. Describe Respondents system format. Provide systems formats that are compatible to Respondents system format. Describe how reports may be accessed or received by City. The City must be able to receive reports and clear and legible digital images of collected data in a format permitting secure access and facilitating easy manipulation of data for future reporting or reference purposes.

Technology

The **Dependent Analysis & Decision Engine (DADE)** is the software application used to manage all aspects of the City's dependent eligibility audit project. This is proprietary software that integrates with our phone systems and is able to perform the following important features for the City:

- Customizing summary screens
- Running dynamic quick searches based upon employee demographics
- Managing multiple project management capabilities
- Allowing the client option of simultaneous or staggered project options
- Applying an automated dynamic decision tree based upon client eligibility rules
 - Ensuring consistent and proper evaluation of the employee responses
- Providing automatic supervisor escalation triggers
 - Ensuring ALL removals have supervisor review and approval



- Creating a customized mailing entry system
- Providing an event logging system that include:
 - Retention of historical call and correspondence transactions
 - Retention of historical member demographics
- Enabling searchable phone call logging and tracking
- Providing a document scanning and management module
- Supporting internal management reporting for project supervision
- Providing data export functions compatible with all venders

Our software is a direct reflection of our practical experience in managing dependent eligibility programs.

Reporting

Buck keeps every client up-to-date on the audit results throughout the entire project. To that end, our Web portal is updated with real time statistics and can be viewed by the City at all times during the audit. The City can view the following statistics on a real time basis:

- Total dependents in the audit
- Qualified dependents
- Removed dependents (sorted by reason from removal)
- Non-responses

We also offer weekly or bi-weekly update phone calls with every client to go over statistics, results, and recommendations throughout the entire process. By utilizing these methods, our clients continually are kept abreast of their audit and how their project is proceeding.

Customer Service Center reports provided throughout the project include:

Daily Phone Call Statistics	Illustrates the number of phone calls received by user and by subject on the specified date
Phone Calls by Subject	Illustrates a summary of all calls received by subject between a specified date range
Phone Call Timeline	Illustrates the amount of calls per day over a specified period of time
Abandonment Rate	A timeline showing the number of abandoned calls per day



Report Name	Report Description
Average Speed Answer	A timeline showing the average amount of time for call to be answered
Total Call Time	A timeline showing the total talk time per day
Wait Time	A timeline showing the average wait time per day
In-Bound Phone Statistics	Weekly and/or monthly summary of the phone call statistics, including total calls, average on-hold time, number of abandoned calls, and average talk time
Phone Statistics Summary	A summary of in-bound phone statistics, top call generators, and calls by project phase
Top Call Generators	Illustrates the number of calls per subject. Displays a table with the number of calls per subject. Cumulative weekly reporting periods
Custom Call Reporting	Phone system has capability to report on over 100 system filters. Report can be customized to meet project performance objectives

Dependent Eligibility Verification (DEV) Audit Reports provided throughout the project include:

Report Name	Report Description
DEV Executive Summary Project Results	Summary of all statistics, by project phase and in total. Statistics include total counts, return to sender, qualified dependents, removed dependents and non-response
Dependent Removal Detail	Detailed report of all dependents recommended for removal, the reason, and the phase of removal
Pending Dependents	Summary of all employees (including dependent information) currently with a dependent in a pending status
No Response Employees	Summary of all employees who have not responded to the selected mailing phase



Report Name	Report Description
Mailing Phase Statistics	Illustrates the number of employees and dependents associated with each category of the current mailing phase. Statistic Categories include: total counts, return to sender, qualified dependents, removed dependents, incomplete, pending and non-response
Invalid Address List	Summary of all employees having an invalid address
Address Modification	Detail for all address modifications collected throughout project, including old and new address
Custom Processing	DADE can report on all data fields collected and maintained through project

11. List any responsibilities or items that the City may need to provide in order for Respondents to perform Employee Benefits Dependent Audit.

Sample Dependent Eligibility Project Steps

Activity	Actions	Responsible Party
Project Preparation	Obtain the City authorization to access data through Buck Advantage, legal review and execution of contracts and confidentiality agreements	Buck with sign-off from the City
Document & Data Collection	Distribute and review document and data collection needs with each entity participating in the process, and schedule due dates and formats <ul style="list-style-type: none"> ▪ Administrative Service Agreements ▪ Copy of SPD ▪ Copy of enrollment materials and other participant guidelines ▪ Electronic eligibility file 	The City / Buck
Implementation	<ul style="list-style-type: none"> ▪ Establish project guidelines ▪ Confirm actual timeline 	The City / Buck



Activity	Actions	Responsible Party
	<ul style="list-style-type: none"> ▪ Correspondence review & approval ▪ Establish project status intervals 	
Data Management	<ul style="list-style-type: none"> ▪ Data receipt and conversion ▪ DADE system implementation ▪ QA data confirmation 	Buck
Announcement Phase	Distribution of announcement postcard, return to sender processing and database updates	Buck
Mandatory Sign-Off Phase	(Optional methodology) Distribution of MSO initial packet, a second complete reminder packet and processing of all participant responses	Buck
Phase Transition Period	Allows for receipt of all MSO responses postmarked as of deadline; notices of incomplete responses will be re-mailed and postmarked as of last day of Transition Period	Buck
Proof Of Eligibility Phase	Distribution of POE initial notice, a second complete reminder packet and processing of all participant responses	Buck
Wrap-up Period	Allows for receipt of all POE responses postmarked as of the deadline; notices of incomplete responses will be re-mailed and postmarked as of last day of Wrap-up Period	Buck
Final Report	Results for both phases of the DEA project will be provided in the Project Results Summary	Buck

Following your review of this proposal, we look forward to meeting with you to define the most appropriate approach and methodology for the City.

12. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required audit.

Buck is unique in that our "high-touch" approach allows the individual plan members to benefit from the many communications, reminders and live DEV Specialist assistance. By making it easy for them to complete their responses, disruption to the employer's business operations is minimized. We can accomplish this exceptional service level because we are supported by the power and sophistication of ACS technology. While complicated behind the scenes, the member experience is simple and easy.



In addition to the ACS technology support, our DEV process and services are also supported by skilled health and welfare consultants and 90+ years of actuarial experience. All of the above combined with the eligibility and administration experience within the DEV team equal an unprecedented level of talent and technology in the DEV marketplace.

The following chart outlines product features of our service capabilities.

BUCK Dependent Eligibility Verification Services

Communication Program

Complete Letter Series (5 - 7 letters contingent upon methodology)	Included
Letter Printing & Postage	Included
Private Label / Branded	Included
Bilingual Support (English, Spanish, 1 Option)	Included
Collaborative Letter Authoring Tools	Included
Comprehensive Letter Library for Client Selection	Included
Comprehensive Affidavit Library for Client Selection	Included
ORIGINAL documents are copied and returned to members	Included

Employee Support Infrastructure

Service Center

Domestic US Call Center	Included
Mon-Fri Toll Free Access: 8am - 8pm EST	Included
Saturday Toll Free Access: 9am - 2pm EST	Included
Service Center available 10 day prior to and 60 days after project	Included
Employee Scheduled Call-Backs	Included
100% Call Recording	Included
Multi-lingual Support	Included
Direct Referrals to Document Issuing Agencies	Included
Automated Senior Management Escalations	Included
Out-bound call to non-respondents	Employer Preference
Automatic access to Alternative Coverage options	Included

Employee Web Portal

24/7 Access with Integrated Email	Included
Verification Status	Included
Dependent Opt Out with Audit Trail	Included
Letter / Instruction Printing	Included
Document Issuing Agency Queries	Included
Employee Service Request Initiation	Included

Service Center Representative User Interface

Supervisors average 20 years eligibility experience	Included
Letter and Evidence Document Images	Included
Privacy Focused Role Based Security	Included
Family Status Snapshot	Included
Instant/Constant Exception Condition Visibility	Included
Function, Team and Individual Workflow Management Tools	Included



Client Tailored via Plan Level Alerts and Project Reminders Included

Client Support

Employer Reporting Dashboard	Included
HR Web-Cast training session	Included
Weekly - Bi-weekly Status meetings w/ Client	Included
Flexible statistics reporting (i.e. company, division, dependent type, etc.)	Included

Compliance

Controlled Data Entry and Mail Handling Environments	Included
Printer Free Data Entry Environment	Centralized
Physical Restrictions on Data Entry Room Access	Included
Storage Device Free Data Entry Environment	Included
Image Centered Process Minimizes Hard Copy Handling	Included
HIPAA Level Physical and Password Security	Included
Encrypted Data Exchange & Web Portals	Included
SSN Safe/Free Environment	Included
Secured Document Storage	Included
Bonded Document Destruction	Included

Audit Program Features

Identify and Reconcile SPD and Plan Document Inconsistencies	Included
Client Tailored Audit Timeline	Included
Client Letter Content and Tone Controls	Included
Appeal/Extension Process	Included
Data Capture of Document Content	Included
Customized, Objective, Accurate and Expedient Rules-Driven Verification	Included
Management Review of 100% of Exceptions	Included
Repeatable, Defensible and Auditable Outcomes	Included
24/7 Real-time Client Dashboard	Included
Robust 24/7 Report Menu	Included
Automatic interface with TBO - Data Exchange	Included
All-Inclusive, Simplified Pricing	Included



D: Pricing Schedule

RFP ATTACHMENT B



Total Price to Provide Proposed Employee Benefits Dependent Audit to City: \$134,513*

*Inclusive of all postage, materials and travel.

(NOTE: Total Price shall be inclusive of all travel and per diem costs incurred by Respondent for completion of Section II, Scope of Services.)

- 1. Please confirm that your quote is comprehensive and includes compliance with all elements listed in the Scope of this Request for Proposal.**

Yes, Buck's quote is comprehensive and includes compliance with all listed elements in the Scope of the Request for Proposal

- 2. Total Price Breakdown: The Respondent shall provide a Schedule of Values based on RFP Section II, Scope of Services. The Schedule of Values shall be submitted with the Price Schedule as Tab 3 of Respondent proposal response.**

Assumptions and breakdown of Fees based on Scope of Services is attached on the following page

- 3. Please list any additional costs and provide a detailed explanation for the additional costs that are not included in the quoted price above for the proposed Employee Benefits Dependent Audit.**

No additional costs.



City of San Antonio
Initial DEV Project
Return on Investment Calculator
POE Method
3/29/2010

Estimated Member Counts	
Employees	10,785
Dependent Units ¹	6,597
Dependents	14,293
Spouses	5,717
Children	8,576

Pricing		
Implementation	included	included
Dependent Unit Fee	\$17.24	\$113,732
Estimated Materials	\$3.15	\$20,781
Appeals/ Other	\$0.00	\$0
Estimated Total Project Cost		\$134,513

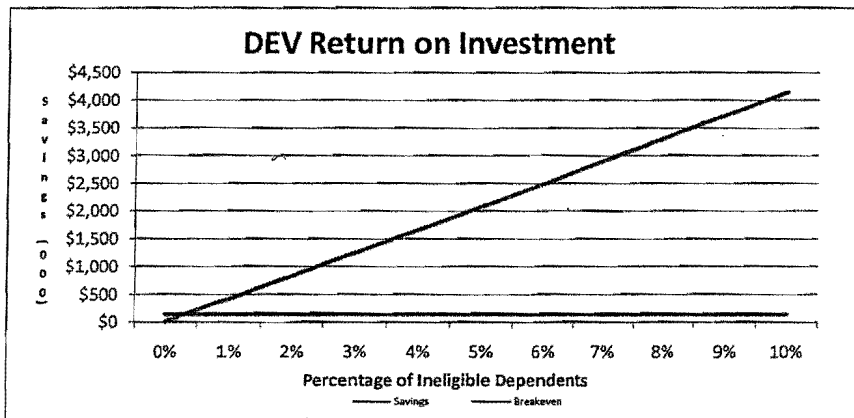
Average Annual Claim Cost ²	
Employees	\$6,491
Spouses	\$2,896
Children	\$2,896
Total Claim Cost	\$70,000,043

Materials, postage and fulfillment are billed at cost

	Estimated Performance Range ⁴			
	2%	5%	9%	10%
Estimated Ineligible Dependents				
Spouses	114	286	515	572
Children	172	429	772	858
Total Ineligible Dependents	286	715	1,287	1,430

	Estimated Gross Savings ³			
	2%	5%	9%	10%
Spouses	\$330,144	\$828,256	\$1,491,440	\$1,656,512
Children	\$498,112	\$1,242,384	\$2,235,712	\$2,484,768
Total Annual Savings	\$828,256	\$2,070,640	\$3,727,152	\$4,141,280
Project Cost	\$134,513	\$134,513	\$134,513	\$134,513
Net Savings	\$693,743	\$1,936,127	\$3,592,639	\$4,006,767
Return on Investment	6.2	15.4	27.7	30.8

	Estimated Average Savings per Employee			
	2%	5%	9%	10%
Savings Per Employee	\$76.80	\$191.99	\$345.59	\$383.99
Cost Per Employee	\$12.47	\$12.47	\$12.47	\$12.47
Net Savings Per Employee	\$64.32	\$179.52	\$333.11	\$371.51
Savings as a percent of claims	1.2%	3.0%	5.3%	5.9%



¹ Estimated number of employees with dependents, it is NOT a dependent count.

² Estimated cost of the self funded claims plus any premiums or administrative cost paid by the employer

³ Number of Dependents x % Ineligible x Estimated Cost

⁴ Based on historical results, Buck typically finds that the percentage of ineligible dependents is in this range.

Proposal good until 5/28/2010

This exhibit is for illustrative purposes only to demonstrate the potential value of this program utilizing the number of ineligible members indicated in this hypothetical example. This is not a guaranteed ROI, as the number of ineligible members currently covered in any particular plan cannot be predicted, and can only be determined through proof of eligibility under that plan's specific requirements. Your individual plan results may vary.

E: Discretionary Contracts Disclosure Form

RFP ATTACHMENT C

Discretionary Contracts Disclosure Form may be downloaded at:

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

Download form and complete all fields. Note: All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.



* = Required fields



City of San Antonio Discretionary Contracts Disclosure

Office of
the

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be

answered
For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is New Submission or Correction or Update to previous submission.

*1. Name of person submitting this disclosure form:

First: Richard M.I. A Last: Mackesey Suffix: _____

*2. Contract information:

a) Contract or project name: Employee Benefits Dependent Audit

b) Originating department: _____

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):

Buck Consultants, LLC

*4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3:

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Names of partner, parent, or subsidiary business entities:

Affiliated Computer Services (ACS), a Xerox Company (Parent)
Xerox Company (Parent)

*5. List any individuals or entities that will be subcontractors on this contract:

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

PCCS Printing Solutions DBA Allegra Print and Imaging
Petra McCann (210) 340-1841

*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract:

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



City of San Antonio Discretionary Contracts Disclosure

Office of
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*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

*Acknowledgements

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.



City of San Antonio Discretionary Contracts Disclosure

Office of
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No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Contribution Prohibitions for "High-Profile"**

- This is not a high-profile contract.
- This is a high-profile contract.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractors and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Clerk.

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

- I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Richard A. Mackesey Title: Principal

Company Name or DBA: Buck Consultants, LLC Date: 03/29/2010

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

F: Litigation Disclosure Form

RFP ATTACHMENT D

Litigation Disclosure Form

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. *Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?*

Yes No

2. *Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?*

Yes No

3. *Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?*

Yes No

4. *If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.*



G: SBEDA

RFP ATTACHMENT E

Small Business Economic Development Advocacy Program Policy and List of Subcontractors/Suppliers Form

Small Business Program

1. *Small Business Participation*

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. *DEFINITIONS related to the Small Business Program Provisions:*

Small Business Program: *the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.*

Small Business Enterprises (SBE): *a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.*

Local Business Enterprise (LBE): *a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.*

Minority Business Enterprise (MBE): *a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly*



solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.

Woman Business Enterprise (WBE): a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

African-American Business Enterprise (AABE): a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

3. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with **Subcontractor A** for 10% of the contract. **Subcontractor A** is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with **Subcontractor B** for 13% of the contract. **Subcontractor B** is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to **Subcontractor C**—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also



classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with **Company D**. **Company D** is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, **Company D** will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with **Subcontractor F**. **Subcontractor F** is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. List of Subcontractors/Suppliers Required

Proposals shall include a List of Subcontractors/Suppliers, which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

5. SBE-MBE-WBE-AABE Certification Required



Only companies certified as SBE, MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

Interested contractors/proposers are encouraged to contact the Small Business Division for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.



List of Subcontractors / Suppliers

The Bidder/Proposer, Buck Consultants LLC, as part of the procedure for the submission of bid/proposals on a project known as Employee Benefits Dependent Audit, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

Name of Subcontractor/Supplier	MBE/MBE-WBE/AABE/SBE/Minority Bus.	Percentage of Subcontract
PCCS Printing Solutions DBA Allegra Print and Imaging (SCTRCA Certificate # 210020313)	SBE – MBE - WBE	\$14,000

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all SBE-MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

Laser Printing and Mailing Services	WBE	Pricing
-------------------------------------	-----	---------

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Division at (210) 207-3900 for information and details on how subcontractors/suppliers may obtain certification.

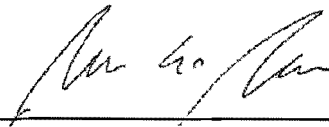
It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the proposal of the Request for Approval of Change to Affirmed List of Subcontractors/Suppliers).



AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: Richard A. Mackesey, Principal

SIGNATURE:  DATE: March 29, 2010

List of Subcontractors Rev. 10/12/04





SCTRCA

Small, Minority, Woman, African-American, Veteran,
Disabled Individual Business Enterprise
(S/M/W/AAV/DIBE) Program

PCCS Printing Solutions DBA Allegra Print & Imaging

has filed the appropriate affidavit with the South Central Texas Regional Certification Agency (SCTRCA) and is hereby certified, in accordance with SCTRCA Policies and Procedures, as a:

SBE MBE WBE

This Certification Certificate must be updated by submission of a Compliance Affidavit. You are required to notify the SCTRCA within 30 days of any change in circumstances affecting your ability to meet size, disadvantage status, ownership, or control requirements and any material changes in the information provided in the submission of the business application for certification.

CERTIFICATE EXPIRES: **February 28, 2012**

CERTIFICATE NO. **210020313**

Certified in the following work categories:
North American Industry Classification System (NAICS) codes(s)

NAICS-323110: COMMERCIAL LITHOGRAPHIC (OFFSET) PRINTING
NAICS-323114: QUICK PRINTING
NAICS-323115: COMMERCIAL DIGITAL PRINTING
NAICS-323119: OTHER COMMERCIAL PRINTING
NAICS-541890: ADVERTISING RELATED SERVICES
NAICS-561431: PRIVATE MAIL CENTERS

Blaine R. Mitchell
Executive Director

H: Proof of Insurability

RFP ATTACHMENT F

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

Insurance

Buck's proposed modifications to the City of San Antonio's RFO Attachment F for Insurance Requirements are tracked below. Proposed modifications inserted in text are marked with blue underscores; requested deletions are marked as ~~strikethroughs in red~~. Please view the modifications as suggestions that are open to discussion.

- A) *Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Human Resources Department, which shall be clearly labeled "Employee Benefits Dependent Audit" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Human Resources Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.*
- B) *The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.*
- C) *A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles and or self insured retentions which shall be the sole responsibility of the Respondent and shall be disclosed to the ~~in such amounts as are approved by the City~~, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of*



no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNT
------	--------

A. Commercial General Liability Insurance (Broad Form) to include coverage for the following:

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Contractual Liability 2. Premises Operations 3. Personal Injury 4. Products/ Completed Operations 5. Independent Contractors | <p>For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

B. Business Automobile Liability

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Owned/Leased Vehicles 2. Non-Owned Vehicles 3. Hired Vehicles | <p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.00 per Occurrence</p> |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

C. Workers' Compensation and Employer's Liability

- | | |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Workers' Compensation</p> <p>Employers' Liability</p> | <p>Statutory <u>amounts or an alternative plan of benefits as is permitted under Texas law</u></p> <p>\$500,000/\$500,000/ \$500,000</p> |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|

D. Professional Liability

- | | |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <p>(Claims made form)</p> | <p>\$1,000,000.00 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as</p> |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------|



damages by reason of any act,
malpractice, error or omission in
professional services

~~D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.~~

City of San Antonio
Attn: Human Resources, Employee Benefits
P.O. Box 839966
San Antonio, Texas 78283-3966

- E) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as **additional insured by endorsement**, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.



- G) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.**
- H) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.**
- I) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.**
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.**
- K) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2010

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
CityPlace Center East
2711 North Haskell Avenue
Suite 800
Dallas TX 75204 USA
PHONE-(866) 283-7122 FAX-(847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Buck Consultants, LLC
1 Pennsylvania Plaza
New York NY 10019 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Chartis Specialty Insurance Company	26883
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

Holder Identifier :

COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A		OTHER E&O-ProfLiabPri	018805845	05/26/2009	05/26/2010	Aggregate	\$10,000,000
						SIR	\$2,500,000

Certificate No : 570038126336

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: For Bid Purposes: Employee Benefits Dependent Audit RFP 10-027.

CERTIFICATE HOLDER**CANCELLATION**

City of San Antonio
Attn: Human Resources
Employee Benefits
PO Box 839966
San Antonio TX 78283-3966 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2010

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.certs@Marsh.com Fax: 212-948-0500

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

303099-COMM-CAS-10-11

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
AFFILIATED COMPUTER SERVICES, INC.,
AND ITS SUBSIDIARIES
2828 N. HASKELL AVE.
DALLAS, TX 75204

INSURER A: ACE American Insurance Company

22667

INSURER B: N/A

N/A

INSURER C: Indemnity Ins Co Of North America

43575

INSURER D: N/A

N/A

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR "EXCESS OF A \$250,000 EACH OCC. SELF-INSURED" GENERAL AGGREGATE LIMIT APPLIES PER PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/>	XSL G24940536 (US)	02/05/2010	01/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,750,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08588685 (US)	02/05/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLR C46132695 (AOS) WLR C46132907 (CA) SCF C46132683 (VI)	02/05/2010 02/05/2010 02/05/2010	01/01/2011 01/01/2011 01/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Buck Consultants, LLC. For Bid Purposes: Employee Benefits Dependent Audit RFP 10-027

CERTIFICATE HOLDER

NYC-004124574-03

CANCELLATION

City of San Antonio
Human Resources, Employee Benefits
P.O. Box 839966
San Antonio, TX 78283-3966

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Lauren Giagrande

Lauren Giagrande

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RFP ATTACHMENT G

Indemnification Requirements

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

Indemnification

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by



advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker’s compensation or other employee benefit acts.

Response from Buck Consultants, LLC to the City of San Antonio RFP

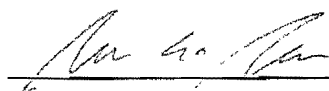
Buck has contracted with the City in the past and does not see any issues that would impede us from coming to agreement on terms and conditions of contract.



I: Financial Information

As of February 8, 2010, Xerox acquired ACS, the parent company of Buck Consultants, with over \$6 billion in annual revenue. Xerox is a Fortune 150 company with over \$22 billion in annual revenue. As part of a publicly traded company, Buck does not isolate out its revenue from that of our parent company, and therefore, we provide summary financial information for ACS for the past two years below. Due to their length, printed copies of the ACS annual reports are available upon request.

Affiliated Computer Services, Inc.		
Income Statement	Jun-09	Jun-08
Revenues	6,523.16	6,160.55
Cost of Goods Sold	5,788.44	5,446.71
Operating Income	685.94	645.08
Pretax Income	554.24	496.22
Net Income	349.94	329.01
<i>in millions of USD</i>		
Balance Sheet	Jun-09	Jun-08
Assets		
Total Current Assets	2,415.09	2,103.12
Net PP&E	955.16	920.63
Total Assets	6,900.97	6,469.39
Liabilities and Shareholders Equity		
Short-Term Debt	295.17	47.37
Total Current Liabilities	1,485.98	1,085.14
Long-Term Debt	2,041.53	2,357.54
Total Liabilities	4,278.84	4,161.03
Total Common Equity	2,622.13	2,308.38
Total Liabilities & Shareholders Equity	6,900.97	6,496.40
<i>in millions of USD</i>		
Cash Flow Statement	Jun-09	Jun-08
Net Cash Flows from Operations	877.09	826.77
Net Cash Flows from Investing	-526.47	-534.77
Net Cash Flows from Financing	-81.59	-137.39
<i>in millions of USD</i>		
Sales Growth over Prior Year	5.89%	6.72%
Pre-tax Profit Growth over Prior Year	11.69%	29.42%
Net Profit growth over Prior Year	6.36%	30.00%


 Richard A. Mackesey, Principal

March 29, 2010

Date



J: Addenda





CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Employee Benefits Dependent Audit Request for Proposal, scheduled to open March 29, 2010, date of issue February 28, 2010.

DATE: March 18, 2010

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION X, RESTRICTIONS ON COMMUNICATION:

- Question 1: How many employees have one or more covered dependents?
Response: Total EEs with 1 or more dependents = 6,597
Total number of covered dependents = 14,293
- Question 2: What is City of San Antonio's annual health care cost?
Response: Health care costs vary by plan and employee classification. Our aggregate paid claims exceeds \$70M per year.
- Question 3: What is the healthcare cost per dependent per month?
Response: Claims costs per member vary depending on the participating plan. In aggregate across all plans, the average per member per month cost for medical and pharmacy is \$241.36.
- Question 4: What is the employee's portion of the monthly cost – in percent?
Response: Employee contributions vary depending on the plan selected. In aggregate, the City's goal is an 80/20 split.
- Question 5: What is the City of San Antonio's annual turnover rate?
Response: The fiscal year 2009 turnover rate including all voluntary, involuntary and retirements was 9.05%.
- Question 6: What is the healthcare renewal month?
Response: COSA health plans operate on a calendar year from January to December.
- Question 7: When is open enrollment?
Response: Open enrollment is scheduled from October 18, 2010 through November 5, 2010.

PRE-PROPOSAL CONFERENCE QUESTIONS AND RESPONSES:

On March 8, 2010, the City of San Antonio hosted a Pre-Proposal Conference to provide information and clarification for the Employee Benefits Dependent Audit Request for Proposal. Below is a list of questions that were asked during the conference and the Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:

Question 1: Has the City gone out to bid for a dependent audit in the past?

Response: No.

Question 2: In regards to the appeals process, who makes the final determination?

Response: The City's Human Resources department.

Question 3: What is the process of giving an employee the opportunity to remove ineligible dependents?

Response: Every employee was provided a confirmation and given an opportunity to change their benefit selections on paper or online during open enrollment. The City's HRIS identifies coverage dependents and so we can ask for student status.

Question 4: Given that there was an opportunity to remove ineligible dependents, is the City considering an amnesty period?

Response: The City has not made a decision on this issue yet.

Question 5: Outside of COBRA, does the City offer other insurance options?

Response: No.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION VI, PRE-PROPOSAL CONFERENCE:

Question 1: Please provide the estimated annual (open) enrollment dates for the 2010 Benefit Calendar.

Response: Open enrollment is scheduled from October 18, 2010 through November 5, 2010.

Question 2: Please clarify the enrollment counts provided by detailing the following (if they are to be included in the audit, please provide COBRA and retiree members in similar fashion): # of Total EEs; # of EEs with 1 or more dependents; and # of Total Dependents

Response: Total Employee Only coverage (all plans) = 4,188
Total EEs with 1 or more dependents = 6,597
Total number of covered dependents = 14,293

Question 3: Please clarify what, if any dependent eligibility compliance education has been provided to City of San Antonio's benefit participants in the last 12 months. If provided, were participants allowed the opportunity to voluntarily terminate coverage for ineligible dependents without penalty?

Response: Open enrollment communication materials clearly provided information about eligibility for participation. Open enrollment allowed everyone the opportunity to remove any ineligible dependents.

Question 4: "Respondent shall provide clear and legible digital images...permitting secure access and facilitating easy manipulation of data..." Please provide additional information on the requirements surrounding "manipulation of data". What is the City's intended use of the data?

Response: The City intends to utilize the data to administer the plan. We would like to be able to electronically find data submitted for each employee and their dependents in the case of appeal or clarifications.

Question 5: Please provide the estimated percentage of Spanish-only speaking persons in the City's audit population. Are there any other languages that need to be supported by the respondent? If yes, please provide the language(s) and estimated percentage(s) of population.

Response: The number of Spanish-only speaking persons is unknown. We are unaware of any languages other than English and Spanish that need to be supported.

Question 6: Please provide the Human Resource Information System (HRIS), eligibility management system and benefit management environment used by the City today.

Response: The City uses SAP for its HRIS. This is the system used to manage eligibility and benefit enrollment.

Question 7: Please provide the average number of new dependent enrollments (hire/life event) per month during the year. What is the current enrollment process for new dependents (paper, online, etc.)?

Response: The current enrollment process for new dependents is paper enrollment with birth certificate and social security number. The City averages 155 life event change requests and new hire enrollments per month.

Question 8: Please confirm if the City applies one set of eligibility guidelines for the entire audit population or if there are different rules and /or covered dependent relation types for the different plans/health programs currently in force.

Response: Eligibility rules are essentially the same for all plans.

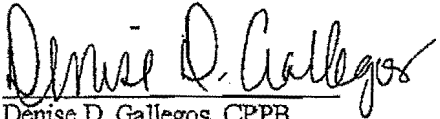
Question 9: Please identify if the City would like one uniform set of communications for the entire audited population or if the City would like to leverage different messages to various subpopulations, for example, one type of letter to executives and another type of letter to non-executives. If more than one set of communications is preferred, how many sets would the City anticipate?

Response: The City prefers the communication method to be the same for all employee groups.

Question 10: Please provide the plans' average annual claims expenditure per dependent. If possible, please provide average annual claims expenditure broken down by spouse/domestic partner and dependent child.

Response: Claims costs per member vary depending on the participating plan. In aggregate across all plans, the average per member per month cost for medical and pharmacy is \$241.36.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****

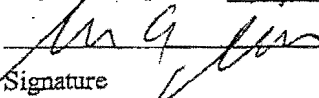

Denise D. Gallegos, CPPB
Purchasing & Contracts Administrator
Purchasing & General Services Department

Date 3-29-2010

Company Name BUCK CONSULTANTS LLC

Address 14911 QUORUM DRIVE SUITE 200

City/State/Zip Code DALLAS TX 75254


Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM II

SUBJECT: Employee Benefits Dependent Audit Request for Proposal, scheduled to open March 29, 2010, date of issue February 28, 2010.

DATE: March 23, 2010

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION X, RESTRICTIONS ON COMMUNICATION:

- Question 1: Are the 8,950 employees included in the 22,970 participants count?
Response: Most recent enrollment information is 10,121 enrolled employees with total members being 25,078.
- Question 2: Of the 8,850 employees how many are individual and how many are Plus 1 or more?
Response: Most recent enrollment information is 10,121 enrolled employees. Total BEs with 1 or more dependents = 6,604
- Question 3: Does the City manage the employee's eligibility status and if not who does?
Response: The City manages eligibility.
- Question 4: What personal data supporting eligibility claims is currently required from employees for enrollment?
Response: The City requires birth and marriage certificates for dependents for new hires seeking dependent coverage. The same documents are required for life event requests. We do not collect this information for open enrollment changes.
- Question 5: When was San Antonio's last employee dependent eligibility audit?
Response: The City has not previously audited employee dependent eligibility.
- Question 6: How often are employees required to submit documents verifying the eligibility of dependents?
Response: See response to question 4. Additionally, student enrollment information is required for each regular college semester.
- Question 7: Will the respondent have access to previously obtained dependent eligibility data; including the most recent enrollment reconciliation analysis, as well as birth certificates, marriage certificates, and/or tax documentation?

Response: No.

Question 8: Prior to program inception, what announcement(s) will the city of San Antonio and/or agency benefit coordinators make and to whom?

Response: One of the bid's scope of services includes a requirement for the selected vendor to assist with development and distribution of announcement communications.

Question 9: Will each affected agency's benefit coordinator contact information be provided to the respondent?

Response: The City's Employee Benefit office contact information will be available to the selected vendor.

Question 10: What language addressing dependent auditing is currently included in the City of San Antonio's Summary Plan Description?

Response: There is no specific language in the Summary Plan Description that addresses dependent audits.

Question 11: Will the winning respondent's personal data confidentiality plan be made publicly available to San Antonio employees for the duration of the contract period?

Response: Yes.

Question 12: Will there be other organizations besides the winning respondent involved in the employee benefits dependent audit?

Response: No.

Question 13: How may I obtain a copy of the transcript from the Pre-Proposal Conference held on March 8, 2010?

Response: There is no transcript of the Pre-Proposal Conference, however the questions and answers from the conference are provided in Addendum I.

Question 14: Please define the term "local" as it relates to a "local branch" and "local businesses" on Page 11.

Response: A firm is considered to be a Local Business Enterprise (LBE) if it is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one year and must employ a minimum of ten (10) residents of Bexar County for use at the local branch office.

Question 15: Relative to the City's 'Small Business Program'. Is this a requirement of the bidders? Will a bidder be disqualified as a result of not having this level of minority business participation in the audit process?

Response: Respondents to this solicitation must submit a List of Subcontractors (Attachment E) in order to be compliant with the City of San Antonio's Small Business program; however, the goals for Small, Minority, Women, and African-American owned business (S/M/W/AABE) participation are aspirational, not mandatory. Proposals will be scored based on the respondents' ability to meet these goals. The Small Business office is available to answer any questions up until the solicitation deadline. The contact number is: (210) 207-3900.

Question 16: What is the total number of employees enrolled in the health plan(s) today?

Response: Most recent enrollment information is 10,121 enrolled employees with total members being 25,078.

Question 17: What is the average dependent cost per month, the City's portion only?

Response: Claims costs per member vary depending on the participating plan. In aggregate across all plans, the average per member per month paid medical and pharmacy is \$241.36

Question 18: What is the plan year for the City?

Response: The plan year is January 1st to December 31st.

Question 19: What is the current anticipated completion timeframe for the audit?

Response: See section V, Term of Contract.

Question 20: Has the City conducted previous full audits of the entire dependent covering population? If yes, how often does the City conduct a full audit, and who has conducted these audits in the past? What was the percentage of ineligibles identified?

Response: No.

Question 21: During OE, on average, how many new dependents are enrolled annually, and what type of dependents make up the larger percentage if known?

Response: Most recent enrollment information is 10,121 enrolled employees with total members being 25,078. Employee and Spouse enrollments total 1,890 and Employee and Children/Employee and Family combined enrollments total 4,714.

Question 22: Is the management of dependent enrollment for new hires and life events managed centrally? If not, how many locations manage the process and who does this?

Response: All enrollment is handled by the Employee Benefit office.

Question 23: Who is the employee benefits consultant and insurance broker for the City?

Response: Currently, the City has a contract with Hay Group, Inc., for benefit plan consulting services.

Question 24: Can you provide a list of vendors who are responding to this bid?

Response: The City will not provide a list of responses submitted for this RFP. Please refer to Section X, Restrictions on Communications.

Question 25: Have you done previous benefit audits? Type and frequency? If yes, please provide vendors.

Response: No other dependents audits have been conducted.

Question 26: Post dependent audit, will the city require access to the site for ongoing dependent eligibility substantiation for new hires, life events (dependent adds) and open enrollment?

Response: This bid is for a one-time dependent audit. The Scope of Services requires all collected data be available to the City for future reporting and reference.

Question 27: Please provide HRIS system/vendor. Is all information contained in one HRIS system? If not, please provide.

Response: The City's HRIS system is SAP. All enrollment information is captured in SAP.

Question 28: Provide a list of carrier vendors and plan types by employee or benefit groups.

Response: Civilian and uniform employees are offered medical benefits administered by United Healthcare. Civilian employees are also offered dental benefits administered by SafeGuard/MetLife and vision benefits fully-insured through United Healthcare.

Question 29: Page #13, H. "The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City." Please clarify.

Response: The successful Respondent will be required to submit invoices to the City for any amounts due for services provided. The invoice must include contract and purchase order numbers which are provided by the City.

Question 30: Can you provide an example of what is expected in a "schedule of values" for exhibit II, scope of services?

Response: Please see RFP Attachment B, Pricing Schedule.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



Denise D. Gallegos, C.P.M., CPPB
Purchasing & Contracts Administrator
Purchasing & General Services Department

Date 3-29-2010

Company Name BULK CONSULTANTS LLC

Address 14911 QUONAM DRIVE SUITE 200

City/State/Zip Code DALLAS TX 75257


Signature

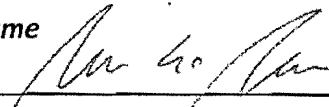
K: Signature Page

RFP ATTACHMENT H

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

Buck Consultants, LLC

Respondent Entity Name

Signature: 

Printed Name: Richard A. Mackesey

Title: Principal

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Not Applicable

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

- 1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.**
- 2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments F & G.**
- 3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.**
- 4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.**



5. *Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.*
6. *To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.*



L: Proposal Checklist

RFP ATTACHMENT I

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Item #	Description	Required/Include Alternative or Optional or Not Applicable
	Table of Contents	Yes
1	Executive Summary	Yes
2	Respondent Questionnaire (RFP Attachment A)	Yes
3	Pricing Schedule (RFP Attachment B)	Yes
4	Discretionary Contracts Disclosure Form (RFP Attachment C)	Yes
5	Litigation Disclosure (RFP Attachment D)	Yes
6	* SBEDA Form (RFP Attachment E); and Associated Certificates, if applicable	Yes
7	Proof of Insurability (RFP Attachment F) Insurance Provider's Letter Copy of Current Certificate of Insurance	Yes
8	*Financial Information Provide with ORIGINAL only.	Yes
9	*All Addenda issued (if any) for this RFP.	Yes
10	* Signature Page (See RFP Attachment H)	Yes
11	Proposal Checklist (See RFP Attachment I)	Yes
	One (1) Original, ten (10) Copies, and one (1) CD of entire proposal in PDF format.	Yes

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.



Appendices



Appendix A: Professional Biographies



Richard A. Mackesey, F.S.A.

Principal, Consulting Actuary

Rich Mackesey is a Principal, Consulting Actuary, and the Retirement Practice Leader in the Dallas office of Buck Consultants. Rich specializes in plan design and interpretation, determination of required and allowable contributions, and accounting calculations for defined contribution and defined benefit plans.

Experience

- Rich has 20 year's experience in actuarial consulting.
- His experience includes the design of qualified and nonqualified defined benefit and defined contribution plans, the calculation of IRC Section 415 limits, and the design and production of benefit statements.
- He has performed numerous annual funding valuations (minimum and maximum funding calculations), and accounting valuations (FAS 87, FAS 88, FAS 132, FAS 158, GASB 25, and GASB 27).
- Rich has conducted benefit enhancement studies and performed due diligence in connection with mergers and acquisitions.
- Rich also performs QDRO calculations and nondiscrimination testing.

Clients

Rich's consulting clients include:

- Boy Scouts of America
- Clear Channel Communications
- Dallas Police & Fire Pension System
- El Paso Firemen & Policemen's Pension System
- INTEGRIS Health
- North Carolina Teachers' and State Employees' Retirement System
- Tesoro Corporation
- Texas Employees' Retirement System

Education & Achievements

- B.S. in Mathematics from the University of Wisconsin
- Fellow of the Society of Actuaries
- Member of the American Academy of Actuaries
- Enrolled Actuary



Judy Felhaber

Principal and National Practice Leader, Health and Productivity

Judy Felhaber is Principal and National Practice Leader for the Audit and Reporting Services practice of Buck Consultants. Audit and Reporting Services' capabilities include electronic review of health care data (including eligibility), random, stratified or focused claim auditing, error resolution, overpayment recovery, dependent eligibility, and compliance auditing services. These services are provided to plan sponsors relative to the performance of their current plan, vendors, processes, and many other areas related to health and welfare plans.

Experience

- Judy has more than 17 years' experience in the benefits administration and auditing fields.
- As president/CEO of a third-party administrator, she supported health care plan strategies by careful integration of various cost-containment strategies with servicing vendors. Combined with efficient and effective administrative practices, evolutionary product design and development, Judy successfully assisted clients in minimizing health care inflation resulting in a 95-percent retention rate of all client contracts.
- In recent years, Judy has been extensively involved in the development of specialized auditing practices designed to assist clients with the evaluation of the many components of their health care plans. Areas of focus include eligibility claim administration and adjudication, cost containment, financial reconciliation, compliance (Sarbanes-Oxley), vendor performance, and more. These specialized practices allow a plan sponsor to identify areas of potential risk, recover overpayments, and implement preventive measures to protect future health care dollars.
- Judy has oversight responsibilities for the Review, Resolution, and Recovery services group supporting Buck's national Auditing practice.

Clients

Judy's consulting clients have included:

- Bank of America
- Chevron
- Eastman Kodak
- LabCorp
- Northrop Grumman
- Schaller Anderson
- Southern Company
- Tyco Electronics

Education & Achievements

- Completed studies at Defiance College and the Employee Benefits Institute of America (ERISA, HIPAA, COBRA, SOX, etc.)
- Licenses: Administrative Services Manager – State of Michigan; Life, Accident and Health, Ohio
- Past services include participation on advisory boards for the State of Ohio, TPA legislative committee; large national pharmacy benefits managers and re-insurance carriers
- Currently serves as Trustee for the Boys & Girls Club of America and is a member of the St. Joan of Arc Finance Committee



Dan Carleton

Director of Operations, Health and Productivity

Dan Carleton is the Director of Operations for the Audit and Reporting practice of Buck Consultants. His responsibilities include managing the activities around the electronic review of health care data (including eligibility), focused claim reviews, random or stratified claim review, error resolution, overpayment recovery, dependent eligibility, and compliance auditing services.

Experience

- Before joining Buck, Dan was the Corporate Controller of a \$300 million manufacturer for 19 years.
- He managed and had financial responsibility of all health and welfare plans for the corporate office and seven operating facilities that employed 1,400 employees.
- Dan also has experience with other benefits, including retirement, workers' compensation, and life insurance.

Clients

Dan's consulting clients have included:

- American Water
- EarthLink
- Hess
- International Paper
- LabCorp
- Northrop Grumman
- Schaller Anderson
- Tyco Electronics

Education & Achievements

- B.S. degree in Accounting
- Master degree in Taxation
- Certified Public Accountant



Kandy Plaunt

DEV Program Director

Kandy Plaunt is the Program Manager for at the Audit and Reporting practice of Buck Consultants. She is dedicated to managing of the dependent eligibility audits. Her responsibilities include oversight of the dedicated Customer Service Representatives Project Managers that provide dependent eligibility services

Before joining Buck, Kandy was the Division Director of Operations Support for a Fortune 500 healthcare company. She managed and had financial responsibility of the Hospice East Division that had sales of over \$204M and an operating income margin of \$53M.

Kandy holds a BS in Healthcare Administration.



David Gibson

Director, Health and Welfare Consultant

David Gibson is a Director and Health and Welfare Consultant in the Dallas office of Buck Consultants. David has 18 years' experience assisting in the design, selection, communication, and implementation of employee benefit plans for clients.

Experience

- Assisting employers with health care transformation to a consumer-directed approach
- Advising employers on the financial and funding strategies for health and welfare benefit programs, including retiree benefit strategies
- Analyzing demographic and medical utilization data, including patterns and trends that affect future plan expenses for various clients
- Designing formal health and welfare program strategies, including plan composition, benefit plan design, employee contribution levels, and effective employee communication
- Evaluating vendor assessments for medical, dental, vision, life, AD&D, disability, and EAP plans.

Clients

David's consulting clients have included:

- Accor
- Anadarko Petroleum
- Blockbuster
- City of Dallas
- Metropolitan Government of Nashville and Davidson County
- Sky Chefs
- XTO Energy

Education & Achievements

- M.B.A., Finance; University of North Texas
- B.B.A., Marketing; University of North Texas
- Certified Employee Benefit Specialist (CEBS)
- Insurance License



Appendix B: Sample Compliance Tracking Documentation



Overview

[ABC Company - Demo 1] Dependent Audit Desktop Enterprise v3.0

Overview Reporting Tools General Mailing Tools Admin Mailing Tools

Add Dependent Edit Dependent Remove Dependent View Dependent History (0) Edit Audit Status Edit Participant Status View Participant History (0) Edit Contact Information View Contact History (0)

Dependent Information Cardholder Information Contact Information

Overview

Search for Participant Name
smith

- ① Smith, Amado
- ① Smith, Anh
- ① Smith, Arnold
- ② Smith, Boyce
- ① Smith, Cathern
- ① Smith, Chanelle
- ② Smith, Dusty
- ② Smith, Ekoy
- ② Smith, Etha
- ① Smith, Frederica
- ① Smith, Georgianne
- ① Smith, Ginny
- ① Smith, Grant
- ① Smith, Harland
- ① Smith, Israel

Participant Information -

Participant ID: ABC15449
 Employee ID: EID15449
 Last 4 SSN: 5449
 First Name: Amado
 Middle Name:
 Last Name: Smith
 Location: Location 1
 Union:
 Benefit Plan:
 Birthdate: 1/8/1959
 Gender: Male

Contact Information -

Address 1: 1544 Main Street
 Address 2: Apt. 1
 City: City
 State: ST
 Zip Code: 12345
 Phone: (555) 555-5555
 Fax: (555) 555-5555

- Dependent Information -

Name	Relationship	Gender	Birthdate	Age
Julia Smith	Dependent Child	Female	1/3/2000	8
Rubin Smith	Dependent Child	Male	5/28/1995	13
Mike Smith	Dependent Child	Male	10/31/1990	17
Faith Smith	Dependent Child	Female	11/9/1989	18
Meghan Smith	Dependent Child	Female	8/17/1987	21

- Mailing Information -

Mailing Type	Last Event	Event Date	Event Author
Proof of Eligibility	Mailing Deadline Changed	9/15/2008 1:54 PM	Stephen Eighmey

- Event Log History -

Event Date	Event Author	Event Type	Mailing Type	Dependent Name	E
9/15/2008 1:54 PM	Stephen Eighmey	Mailing Deadline Changed	Proof of Eligibility		Po
9/11/2008 10:23 AM	Stephen Eighmey	Mailing Created	Proof of Eligibility		

Overview
 Mailings
 Documents
 Phone Log
 Event Log

Phone Log

- Phone Log -	- Call Detail -
<p data-bbox="262 500 445 524">➔ 10/7/2008 9:14 AM</p>	<p data-bbox="583 500 751 524">Phone Log ID: 1</p> <p data-bbox="1052 500 1339 524">Received: 10/7/2008 9:14:00 AM</p> <p data-bbox="583 532 848 557">Phone Log Type: Incoming Call</p> <p data-bbox="1052 532 1276 557">Received By: Mike Saunders</p> <p data-bbox="583 570 982 594">Comment Subject: General Question About Mailing</p> <p data-bbox="583 607 667 631">Comment:</p> <p data-bbox="583 644 1465 685">3?'s. Spoke w/ ee re: required documentation and due dates. ee verbally stated he understood. ee requested fax number. provided.</p>

Mailing Screen

(ABC Company - Demo 1) Dependent Audit Desktop Enterprise v3.0

Mailings Reporting Tools General Mailing Tools Admin Mailing Tools

Create Mailing Appeal Mail Returned Mail Resend/Reprint Show Form View Mailing History (3) Edit Postmark Deadline Edit Status

Mailing Tools Safe Mail Mailing Options

Mailings

Search for Participant ID

Enter Participant ID

- Ackerley, Antony
- Ackerley, Aron
- Ackerley, Austin
- Ackerley, Joel
- Ackerley, Jon
- Ackerley, Jonas
- Ackerley, Mazie
- Ackerley, Steve
- Ackerley, Tuan
- Ackerley, Willis
- Adams, Agustin
- Adams, Andrew
- Adams, Brenton
- Adams, Coleb
- Adams, Cynthia

Overview

Mailings

Documents

Phone Log

Event Log

- Mailing List -

- Proof of Eligibility
- Participation Complete
- Appeal

- Mailing Detail -

Mailing ID: 4 Last Postmark Date: 9/17/2008

Current Status: Complete Last Received Date: 9/17/2008

Last Modified Date: 10/1/2008 4:29 PM Postmark Deadline: 12/30/2008

Event Date	Event Author	Event Type	Mailing Type	Dependent Name
10/7/2008 9:58 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Santiago
10/1/2008 4:31 PM	Demo User 1	Mail Information Received	Proof of Eligibility	
10/1/2008 4:29 PM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Santiago
10/1/2008 4:29 PM	Demo User 1	Mailing Status Changed	Proof of Eligibility	
10/1/2008 4:29 PM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline
9/25/2008 10:11 AM	Demo User 2	Mailing Reprinted	Proof of Eligibility	
9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Santiago
9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline
9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline
9/17/2008 11:19 AM	Demo User 1	Mailing Status Changed	Proof of Eligibility	
9/17/2008 11:19 AM	Demo User 1	Mail Information Received	Proof of Eligibility	
9/15/2008 1:54 PM	Demo User 2	Mailing Deadline Changed	Proof of Eligibility	
9/11/2008 10:21 AM	Demo User 2	Mailing Created	Proof of Eligibility	

POE

- Mailing List -

- Proof of Eligibility
- Participation Complete
- Appeal

- Mailing Detail -

Mailing ID: 4 Last Postmark Date: 9/17/2008
Current Status: Complete Last Received Date: 9/17/2008
Last Modified Date: 10/1/2008 4:29 PM Postmark Deadline: 12/30/2008

Event Date	Event Author	Event Type	Mailing Type	Dependent Name
10/1/2008 4:31 PM	Demo User 1	Mail Information Received	Proof of Eligibility	
10/1/2008 4:29 PM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Santiago
10/1/2008 4:29 PM	Demo User 1	Mailing Status Changed	Proof of Eligibility	
10/1/2008 4:29 PM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline
9/25/2008 10:11 AM	Demo User 2	Mailing Reprinted	Proof of Eligibility	
9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Santiago
9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline
9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline
9/17/2008 11:19 AM	Demo User 1	Mailing Status Changed	Proof of Eligibility	
9/17/2008 11:19 AM	Demo User 1	Mail Information Received	Proof of Eligibility	
9/15/2008 1:54 PM	Demo User 2	Mailing Deadline Changed	Proof of Eligibility	
9/11/2008 10:21 AM	Demo User 2	Mailing Created	Proof of Eligibility	

Participation Complete

- Mailing List -		- Mailing Detail -			
<input checked="" type="checkbox"/> Proof of Eligibility		Mailing ID: 10010	Last Postmark Date: Never		
<input type="checkbox"/> Participation Complete		Current Status: Awaiting Response	Last Received Date: Never		
<input checked="" type="checkbox"/> Appeal		Last Modified Date: 10/1/2008 4:30 PM	Postmark Deadline: Never		
Event Date	Event Author	Event Type	Mailing Type	Dependent Name	Event
10/1/2008 4:34 PM	Demo User 1	Mailing Resent	Participation Complete		
10/1/2008 4:29 PM	Demo User 1	Mailing Created	Participation Complete		

Appeal

- Mailing List -		- Mailing Detail -			
<input checked="" type="checkbox"/> Proof of Eligibility		Mailing ID: 10011	Last Postmark Date: 10/1/2008		
<input checked="" type="checkbox"/> Participation Complete		Current Status: Complete	Last Received Date: 10/1/2008		
<input checked="" type="checkbox"/> Appeal		Last Modified Date: 10/1/2008 4:34 PM	Postmark Deadline: 12/31/2008		
Event Date	Event Author	Event Type	Mailing Type	Dependent Name	E
10/1/2008 4:33 PM	Demo User 1	Dependent Form Submitted	Appeal	Ackerley, Santiago	
10/1/2008 4:33 PM	Demo User 1	Mailing Status Changed	Appeal		M
10/1/2008 4:31 PM	Demo User 1	Mailing Status Changed	Appeal		M
10/1/2008 4:29 PM	Demo User 1	Mailing Created	Appeal		

MSO Detail – Part 1

Show: Printing Detail

<p>- Selected Mailing -</p> <p>Mailing ID: 2330 Mailing Type: Mandatory Sign-off Mailing Status: Complete Last Received: 8/17/2008 Received By:</p>	<p>- Selected Dependent -</p> <p>Dependent Name: Carline Ackerley Relationship: Child Birthdate: 1/9/1989 (Age: 19)</p>	<p>Form Status: Complete Last Modified: 8/25/2008 Modified By: Demo User 1</p>																																				
<p>- Contact Information -</p> <p>Address 1: 11037 Main Street Address 2: City: CH State: ST Zip Code: 12345</p>	<p>Carline Ackerley Current Status: Eligible - POE</p>																																					
<p>- Dependent List -</p> <p><input checked="" type="checkbox"/> Carline Ackerley <input checked="" type="checkbox"/> Santiago Ackerley</p>	<table border="1"> <thead> <tr> <th>Part 1</th> <th colspan="2">Check on Form</th> </tr> </thead> <tbody> <tr> <td>Biological child (you are the birth mother or birth father of the child)</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>Legally adopted child or child placed for adoption</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>Stepchild</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>Foster child</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>Child of a legal guardianship</td> <td colspan="2"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Grandchild</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>Child of a domestic partner</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>Covered as a result of a Medical Child Support Order (QMCSO) or Divorce Decree</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>None of the above</td> <td colspan="2"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Explain</td> <td colspan="2"><input type="checkbox"/></td> </tr> </tbody> </table>		Part 1	Check on Form		Biological child (you are the birth mother or birth father of the child)	<input type="checkbox"/>		Legally adopted child or child placed for adoption	<input type="checkbox"/>		Stepchild	<input type="checkbox"/>		Foster child	<input type="checkbox"/>		Child of a legal guardianship	<input checked="" type="checkbox"/>		Grandchild	<input type="checkbox"/>		Child of a domestic partner	<input type="checkbox"/>		Covered as a result of a Medical Child Support Order (QMCSO) or Divorce Decree	<input type="checkbox"/>		None of the above	<input checked="" type="checkbox"/>		Explain	<input type="checkbox"/>				
Part 1	Check on Form																																					
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None of the above	<input checked="" type="checkbox"/>																																					
Explain	<input type="checkbox"/>																																					
<p>- Document List -</p> <p>Add New...</p>	<table border="1"> <thead> <tr> <th>Part 2</th> <th colspan="2">Check on Form</th> </tr> </thead> <tbody> <tr> <td>Married</td> <td><input type="checkbox"/> Yes</td> <td><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Live in the United States</td> <td><input checked="" type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> <tr> <td>Primarily dependent on you, your spouse or you and your former spouse for more than 50% of their support</td> <td><input checked="" type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Part 3</th> <th colspan="2">Check on Form</th> </tr> </thead> <tbody> <tr> <td>Works full-time on a permanent basis</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>Covered as an employee through Equifax</td> <td colspan="2"><input type="checkbox"/></td> </tr> <tr> <td>Full-time student</td> <td colspan="2"><input checked="" type="checkbox"/></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Part 3 - Continued</th> <th colspan="2">Check on Form</th> </tr> </thead> <tbody> <tr> <td>Full name of institution</td> <td colspan="2">Savannah State University</td> </tr> <tr> <td>City/State in which school is located</td> <td colspan="2">Savannah, Ga</td> </tr> <tr> <td>Last credit hours enrolled for Fall 2008</td> <td colspan="2">12</td> </tr> </tbody> </table>		Part 2	Check on Form		Married	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Live in the United States	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Primarily dependent on you, your spouse or you and your former spouse for more than 50% of their support	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Part 3	Check on Form		Works full-time on a permanent basis	<input type="checkbox"/>		Covered as an employee through Equifax	<input type="checkbox"/>		Full-time student	<input checked="" type="checkbox"/>		Part 3 - Continued	Check on Form		Full name of institution	Savannah State University		City/State in which school is located	Savannah, Ga		Last credit hours enrolled for Fall 2008	12	
Part 2	Check on Form																																					
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Full name of institution	Savannah State University																																					
City/State in which school is located	Savannah, Ga																																					
Last credit hours enrolled for Fall 2008	12																																					

MSO Detail – Part 2

- Selected Mailing -		- Selected Dependent -	
Mailing ID: 2330	Dependent Name: Carline Ackeley	Form Status: Complete	
Mailing Type: Mandatory Sign-off	Relationship: Child	Last Modified: 8/25/2008	
Mailing Status: Complete	Birthdate: 1/8/1988 (Age: 19)	Modified By: Demo User 1	
Last Received: 8/17/2008			
Received By:			
- Contact Information -			
Address 1: 11037 Main Street			
Address 2:			
City: City			
State: ST			
Zip Code: 12340			
- Dependent List -			
<input checked="" type="checkbox"/> Carline Ackeley <input checked="" type="checkbox"/> Santiago Ackeley			
- Document List -			
Add New			
Coverage as an employee through equinox <input type="checkbox"/>		Full-time student <input checked="" type="checkbox"/>	
Part 3 - Continued		Check on Form	
Full name of institution		Savannah State University	
City/State in which school is located		Savannah, Ga	
List credit hours enrolled for Fall 2008		18	
Is the school year divided into quarters or semesters		SEM	
DOCUMENTATION SUPPLIED		<input checked="" type="checkbox"/>	
Part 4		Check on Form	
Became totally disabled before the age of 19 and was continuously covered under this plan to age 19		<input type="checkbox"/>	
Was covered by this plan when he or she became totally disabled		<input checked="" type="checkbox"/>	
Is supported financially by you and lives with you		<input checked="" type="checkbox"/>	
Attending physician's statement that the dependent is disabled or an Affidavit of Disability		<input checked="" type="checkbox"/>	
None of the above		<input checked="" type="checkbox"/>	
Explain			
<input checked="" type="checkbox"/> Valid EMPLOYEE Signature matches top of Page & Data			
Comments :			
<div style="border: 1px solid black; height: 50px; width: 100%;"></div>			
		<input type="button" value="Submit Comments Only"/>	<input type="button" value="Move to Pending"/>

POE Detail – Part 1

Show Mailing Detp

<p>- Selected Mailing - Mailing ID: 4 Mailing Type: Proof of Eligibility Mailing Status: Complete Last Performed: 8/17/2008 Received By:</p>	<p>- Selected Dependent - Dependent Name: Carline Ackerley Relationship: Dependent Child Birthdate: 3/9/1998 (Age: 9) Newly Added Form Status: Complete Last Modified: 10/1/2008 Modified By: Demo User 1</p>																																				
<p>- Contact Information - Address 1: 11657 Main Street Address 2: City: Cts State: ST Zip Code: 12345</p>	<p>Carline Ackerley Current Status: Eligible POE</p>																																				
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Copy of registration or class schedule for Fall 2008 semester including:																																					
<p>Document List - Add New</p>																																					

POE Detail – Part 2

Show Haring Data?

<p>- Selected Mailing -</p> <p>Mailing ID: 4 Mailing Type: Proof of Eligibility Mailing Status: Complete Last Received: 8/17/2008 Received By:</p>	<p>- Selected Dependent -</p> <p>Dependent Name: Carlee Ackerley Relationship: Dependent Child Birthdate: 3/6/1999 (Age: 9) Newly Added: Form Status: Complete Last Modified: 10/1/2008 Modified By: Demo User 1</p> <p>Copy of report card or school registration (showing term members address) <input type="checkbox"/></p>
<p>- Contact Information -</p> <p>Address 1: 11837 Main Street Address 2: City: City State: ST Zip Code: 12345</p>	<p>Part 5</p> <p>Child is a full-time student <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Copy of registration or class schedule for Fall 2008 semester including:</p> <ul style="list-style-type: none"> The name of the dependent and name of the school The last term in which the child was or is going to be enrolled The total number of credit hours <p>Number of credit hours: <input type="text"/></p> <p>Letter on official school letterhead stating the schools criteria for full-time status <input type="checkbox"/></p> <p>Copy of school literature stating schools criteria for full-time status <input type="checkbox"/></p>
<p>- Dependent List -</p> <p><input type="checkbox"/> Carlee Ackerley <input checked="" type="checkbox"/> Santiago Ackerley</p>	<p>Part 6</p> <p>Dependent is totally disabled <input type="checkbox"/></p>
<p>- Document List -</p> <p>Add New</p>	<p>Spanish Form</p> <p>Spanish Form returned <input type="checkbox"/></p> <p><input type="checkbox"/> Valid <u>EMPLOYEE</u> Signature matches top of Page 8, Date</p> <p>Comments:</p> <p><input type="text"/></p> <p>Submit <input type="button" value="Submit Comments Only"/> <input type="button" value="More Is Pending"/></p>

Documents

{ABC Company - Demo 1} Dependent Audit Desktop Enterprise v3.0

Documents | Reporting Tools | General Mailing Tools | Admin Mailing Tools

Image New Edit Selected Remove Selected Group by Views
 Document Document Document Document

Imaging Tools Organize

Documents

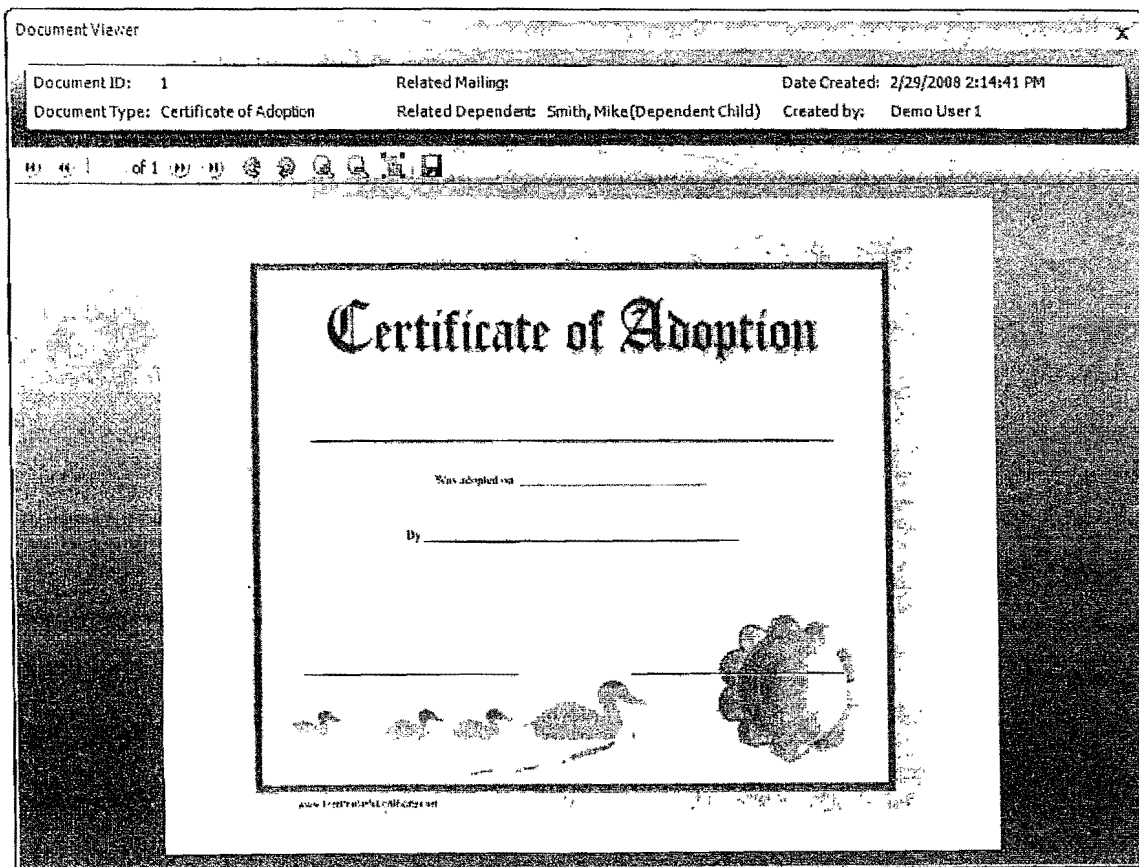
Search for Participant Name
 smith Search

- ① Smith, Amado
- ① Smith, Anh
- ① Smith, Arnold
- ① Smith, Boyce
- ① Smith, Cathern
- ① Smith, Chanelle
- ① Smith, Dusty
- ① Smith, Eloy
- ① Smith, Etha
- ① Smith, Frederica
- ① Smith, Georjianne
- ① Smith, Ginny
- ① Smith, Grant
- ① Smith, Harland
- ① Smith, Israel

Overview
 Mailings
 Documents
 Phone Log
 Event Log

Document Type	Related Dependart	Related Mailing	Date Created	Created By	Pages	Notes
Certificate of Adoption						
Certificate of Adoption	Smith, Mike		2/29/2008 2:14:41...	Demo User 1	1	Test note
Certificate of Adoption	Smith, Faith		3/12/2008 6:02:08...	Demo User 1	1	kj;asdf
Certificate of Birth						
Certificate of Birth	Smith, Mike		3/6/2008 10:02:58...	Demo User 1	1	another test note
Proof of Eligibility Mailing						
Proof of Eligibility Mail...			3/13/2008 2:35:37...	Demo User 1	6	Completa POE mailing -- see note...

View Document



Event Log

(ABC Company - Demo 1) Dependent Audit Desktop Enterprise v3.0

Event Log | Reporting Tools | General Mailing Tools | Admin Mailing Tools

Add Manual Event | Invalidate Event | Export Event Log | Filter Event Log

Event Log Tools

Event Log

Search for Participant Name

Enter Participant Name

- Ackerley, Antony
- Ackerley, Aron
- Ackerley, Austin
- Ackerley, Joel
- Ackerley, Jon
- Ackerley, Jonas
- Ackerley, Mazia
- Ackerley, Steve
- Ackerley, Tuen
- Ackerley, Willis
- Adams, Agustin
- Adams, Andrew
- Adams, Brenton
- Adams, Caleb
- Adams, Carline

Overview

Mailings

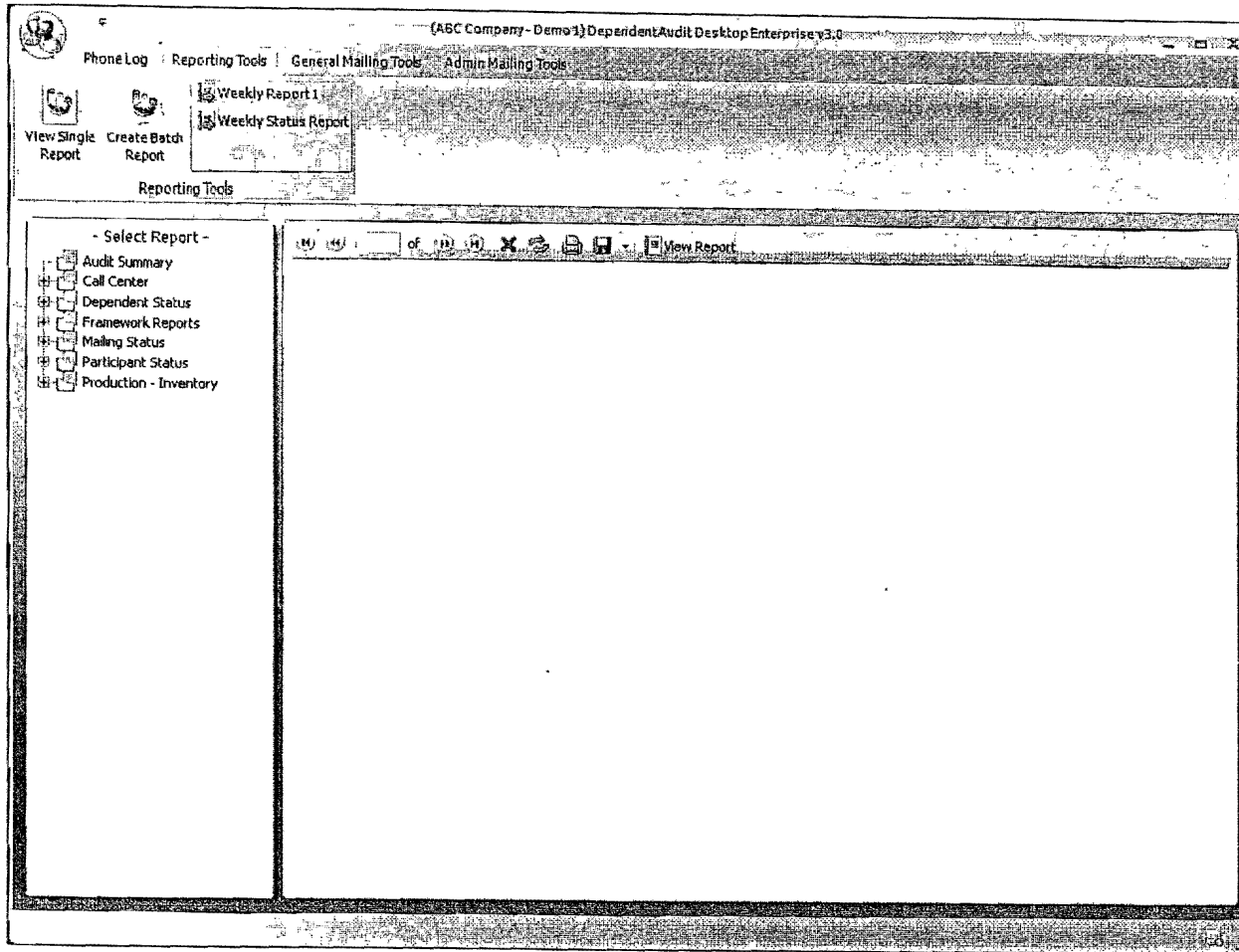
Documents

Phone Log

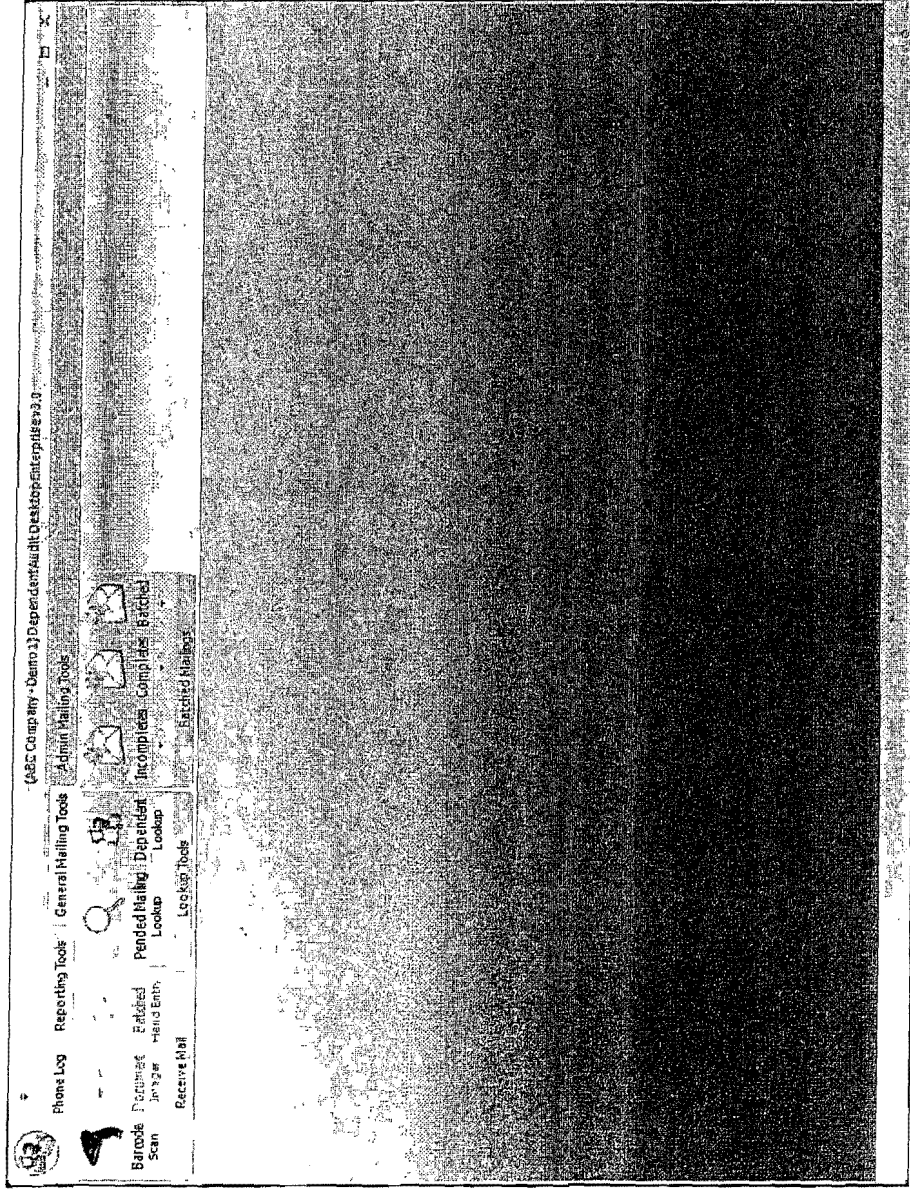
Event Log

Event ID	Event Date	Event Author	Event Type	Mailing Type	Dependent Name	Event Text
20184	10/1/2008 4:34 PM	Demo User 1	Audit Status Changed			Audit Status Chan...
20185	10/1/2008 4:34 PM	Demo User 1	Mailing Resent	Participation Complete		
20181	10/1/2008 4:33 PM	Demo User 1	Dependent Form Submitted	Appeal	Ackerley, Santiago	
20182	10/1/2008 4:33 PM	Demo User 1	Mailing Status Changed	Appeal		Mailing Status Cha...
20178	10/1/2008 4:31 PM	Demo User 1	Mail Information Received	Proof of Eligibility		
20179	10/1/2008 4:31 PM	Demo User 1	Mailing Status Changed	Appeal		Mailing Status Cha...
20180	10/1/2008 4:31 PM	Demo User 1	Audit Status Changed			Audit Status Chan...
20177	10/1/2008 4:29 PM	Demo User 1	Mailing Created	Appeal		
20176	10/1/2008 4:29 PM	Demo User 1	Audit Status Changed			Audit Status Chan...
20175	10/1/2008 4:29 PM	Demo User 1	Mailing Created	Participation Complete		
20172	10/1/2008 4:29 PM	Demo User 1	Dependent Status Changed		Ackerley, Santiago	Dependent Status ...
20170	10/1/2008 4:29 PM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Santiago	
20171	10/1/2008 4:29 PM	Demo User 1	Mailing Status Changed	Proof of Eligibility		Mailing Status Cha...
20169	10/1/2008 4:29 PM	Demo User 1	Dependent Status Changed		Ackerley, Carline	Dependent Status ...
20168	10/1/2008 4:29 PM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline	
20108	9/25/2008 10:11 AM	Demo User 2	Mailing Reprinted	Proof of Eligibility		
20071	9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Santiago	
20070	9/17/2008 11:19 AM	Demo User 1	Dependent Status Changed		Ackerley, Santiago	Dependent Status ...
20069	9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline	
20068	9/17/2008 11:19 AM	Demo User 1	Dependent Form Submitted	Proof of Eligibility	Ackerley, Carline	
20067	9/17/2008 11:19 AM	Demo User 1	Dependent Status Changed		Ackerley, Carline	Dependent Status ...
20066	9/17/2008 11:19 AM	Demo User 1	Mailing Status Changed	Proof of Eligibility		Mailing Status Cha...
20065	9/17/2008 11:19 AM	Demo User 1	Mail Information Received	Proof of Eligibility		
10010	9/15/2008 1:54 PM	Demo User 2	Mailing Deadline Changed	Proof of Eligibility		Bookmark Deadline

Report Tools



General Mailing Tools



Appendix C: Appeal Samples



Claim Appeal Decision Form

Claimant Information			
Appeal REC'D Date:		Appeal REV'D Date:	
Employee Name:			
Dependent Name:	Age:		
Participant ID			
Relationship to Employee:	Spouse <input type="checkbox"/>	Domestic Partner <input type="checkbox"/>	Natural Child <input type="checkbox"/>
	Adopted Child <input type="checkbox"/>	Stepchild <input type="checkbox"/>	Legal Guardianship <input type="checkbox"/>
	Foster Child <input type="checkbox"/>	Grandchild <input type="checkbox"/>	Other <input type="checkbox"/>
Status of Dependent (Prior to Appeal)	Ineligible <input type="checkbox"/>	No Response <input type="checkbox"/>	Incomplete <input type="checkbox"/>
Appeal Type:	Soft Appeal <input type="checkbox"/>	True Appeal <input type="checkbox"/>	
Documentation			
Appeal Reason (Missing Proof):	Parenthood <input type="checkbox"/>	Financial Support <input type="checkbox"/>	FTS Verification <input type="checkbox"/>
	Marital Status <input type="checkbox"/>	Domestic Partner Status <input type="checkbox"/>	
	Missing Form <input type="checkbox"/>	Form Type: MSO <input type="checkbox"/>	POE <input type="checkbox"/>
	No Response <input type="checkbox"/>	Other <input type="checkbox"/>	
Documents Received:	MSO Spouse Form <input type="checkbox"/>	MSO Dependent Form <input type="checkbox"/>	MSO Form Incomplete* <input type="checkbox"/> *If incomplete 2 boxes are required
	POE Spouse Form <input type="checkbox"/>	POE Dependent Child Form <input type="checkbox"/>	POE Form Incomplete* <input type="checkbox"/> *If incomplete 2 boxes are required
	Marital Status	Complete <input type="checkbox"/>	Partial <input type="checkbox"/>
	Parenthood	Complete <input type="checkbox"/>	Partial <input type="checkbox"/>
	Financial Support	Complete <input type="checkbox"/>	Partial <input type="checkbox"/>
	FTS Verification	Complete <input type="checkbox"/>	Partial <input type="checkbox"/>
	Disability	Complete <input type="checkbox"/>	Partial <input type="checkbox"/>
	Domestic Partner Status	Complete <input type="checkbox"/>	Partial <input type="checkbox"/>
	Appeal Letter	Complete <input type="checkbox"/>	Partial <input type="checkbox"/>
Appeal Recommendation			
1) Initial	Approved <input type="checkbox"/>	Date	Denied <input type="checkbox"/> Date
	Comments:		
2) Committee	Approved <input type="checkbox"/>	Date	Denied <input type="checkbox"/> Date
	Comments:		
3) Final	Approved <input type="checkbox"/>	Date	Denied <input type="checkbox"/> Date
	Client Override <input type="checkbox"/>	Date	
	Comments:		
Client Preference:	Review all appeals <input type="checkbox"/>		Review denied appeals only <input type="checkbox"/>
Appeal Approved Reasons:			
Appeal Denied Reasons:			

Auditor Signature	Date
Project Manager Signature	Date
Program Manager Signature	Date
Client Signature	Date
Comments:	

Call History – See Attached



APPEAL PROCESS

The Appeal Process is used to review any disputes from the Participants regarding the determination of their ineligible dependent(s). The Appeal process assures Client's that ERISA guidelines are followed.

Standard appeal Protocol:

1. Period of time is 60 days after the *Incomplete Response Letter* postmark date.
 - a. 60 days is required for a Self Insured Plan but not for a Fully Insured Plan
2. Conference Calls with Client
 - a. as necessary
3. Appeal Log to Client
 - a. as necessary

Standard maintenance process:

- Buck Consultants receives appeal package received from Client's Participant.
- Buck Consultants consolidates all the Participants related material.
- Buck Consultants to complete the *Appeal Decision Form*
 - Complete the Claimant Information Section
 - Complete the Documentation Section
 - Complete the Appeal Recommendation Section
 - Initial (Recommendation)
- Buck Consultants to print off the *Participant Phone Log Detail* from DADE and attach it to the *Appeal Decision Form*.
- Buck Consultants Appeals Committee then reviews the Appeal (in its entirety) and completes the Claim Appeal Decision Form
 - Complete the Appeal Recommendation Section
 - Committee (Recommendation)
 - Buck Consultants reviews the appeal with the Client based on the client's directive (some clients only want to review the denied appeals and other clients want to review all appeals). The Client makes FINAL decision to approve or deny the appeal.
 - Complete the Appeal Recommendation Section
 - Final (Recommendation)
 - If the Client overrides Buck's recommendation, then we must indicate Client Override.
 - We must receive client approval
 - This may be in a form of E-mail or actual signature
- Buck Consultants sends appropriate letter to the Participant
 - Reinstatement Letter (for any approved appeals)
 - Denial Letter (for any denied appeals)

Appendix D: Sample Communications



«FIRSTNAME» «LASTNAME»
«ADDRESS»
«CITY», «STATE» «ZipCode»

Month Day, Year

Dear «FIRSTNAME» «LASTNAME»:

As you were recently informed, Client Name – with the assistance of ACS HR Solutions (ACS) – is conducting a dependent eligibility verification project. Like many companies today, we view this as an important component of an overall strategy aimed at controlling the rising cost of health care.

Why are we verifying the eligibility of your dependents? We are committed to providing high-quality health care benefits at a cost that is sustainable for you and for Client Name. In order to maintain that commitment, we need to confirm our benefit plans' eligibility guidelines are being followed so we do not pay claims for ineligible participants. We realize mistakes and misunderstandings can happen. For example, employees may forget to report a change such as a divorce or college graduation, resulting in costly claim overpayments.

What do you need to do? In order to confirm the eligible status of your dependent(s) under Client Name's benefit plans, please complete and return the enclosed Certification Form(s) for your spouse/domestic partner and/or dependent child(ren). Keep in mind, if you have dependents over the age of XX, additional documentation may be required (see Step X of the Certification Form).

CAUTION: Responses that include either partially completed forms or partial documentation will be deemed "Incomplete." All dependents whose responses are in an Incomplete status after the postmark deadline will be subject to the requirements stated in "What happens if you do NOT respond?" below.

For your convenience, we have provided a postage-paid envelope. This envelope must be **POSTMARKED no later than XXXXXXXX XX, 20XX.**

What happens after you respond? Approximately two (2) weeks after your response is submitted, ACS will send you a written notice confirming the outcome of each dependent's eligible status.

- Dependents determined to be *eligible* will have no change in coverage.
- Dependents determined to be *ineligible* will have coverage cancelled, effective XXXXXXXX XX, 20XX.

What happens if you do NOT respond? If your response is not postmarked by XXXXXXXX XX, 20XX, you will have one additional opportunity to verify the eligible status of your dependent(s). This will include the completion of a *questionnaire* **AND** the submission of *documents* proving the eligible status of your dependent(s). Samples of documentation may include copies of birth certificates, marriage certificates, federal tax returns, etc.

For your convenience and privacy, this project is being operated independently by ACS, whose eligibility specialists are available for your immediate assistance via the ACS Helpline. Please utilize their expertise by calling 1-XXX-XXX-XXXX, Monday through Friday from 8 a.m. to 8 p.m. or Saturday from 9 a.m. to 2 p.m. (EST).

We greatly appreciate your cooperation in this process.

Sincerely,

ACS HR Solutions,
on behalf of Client Name

Frequently Asked Questions

Who qualifies as an eligible dependent?

- Your eligible spouse to whom you are legally married;
- You or your eligible spouse's unmarried child who is under age XX including natural child, stepchild, a legally adopted child, a foster child, or a child for whom you or your eligible spouse are the legal guardian;
- You or your eligible spouse's unmarried child age XX but under the age of XX, who is a full-time student;
- You or your eligible spouse's unmarried child age XX or older, who is physically or mentally disabled and incapable of self support;
- A child who is recognized as an alternate recipient in a Qualified Medical Child Support Order (QMCSO),
- Custom qualifier;
- Custom qualifier;
- Custom qualifier;
- Custom qualifier;
- Custom qualifier;
- Custom qualifier;
- Custom qualifier;
- Custom qualifier; or
- Custom qualifier.

What should I do if I realize I'm covering an ineligible dependent?

Complete the Certification Forms and mail them back to ACS HR Solutions (ACS) postmarked no later than XXXXXXXX XX, 20XX. ACS will notify you that your ineligible dependent will be removed from coverage, effective XXXXXXXX XX, 20XX.

Can I continue coverage for an ineligible dependent?

If your dependent's coverage is cancelled as a result of this verification process, he or she may be eligible to continue coverage through COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). To find out if your ineligible dependent qualifies for COBRA coverage, contact Administrator at XXX-XXX-XXXX. Also, please be aware that other coverage options are available for dependents who are no longer eligible. Visit websitenamehere.com or call XXX-XXX-XXXX, Monday through Friday from X a.m. to X p.m. (EST) for more information.

Can I add or remove a dependent who is currently eligible for coverage under Client Name's benefit plans?

No. The purpose of this project is to remove only **ineligible** dependents. Adding or removing dependents from coverage is allowed only during the annual enrollment period, or within 31 days of certain "life events" which change your status.

How can I obtain lost documents required to prove my dependent's eligible status?

You may contact the government office in the county or state in which the event took place (i.e., birth, marriage, etc.). Most offices will mail a replacement document within five business days for a nominal fee. For a more immediate response, you may visit the county or state office to obtain the document the same day. **Please make sure you know what information you will need to present in order to obtain the document prior to visiting the county or state office.** You may also obtain documents online by visiting www.vitalcheck.com. This web site is used by every U.S. state to process vital record requests and also has links to sites where you can request vital records from foreign countries or for American citizens born abroad. The average turnaround time for requests is three days, and requested documents are marked with the clerk of courts seal.

«LASTNAME», «FIRSTNAME», («PARTICIPANTID»)
«LOCATION»

SPOUSE/DOMESTIC PARTNER CERTIFICATION FORM

Instructions: Please complete ALL STEPS of this Certification Form for your spouse or same-sex domestic partner. For the purposes of this Form, the person identified in STEP 1 will be referred to as your "dependent." If you need assistance with this form, please call ACS HR Solutions at 1-XXX-XXX-XXXX.

STEP 1: Qualification of Marital or Domestic Partnership Status		«SPOUSEFIRSTNAME»
(Please complete SECTIONS A and B below.)		«SPOUSEBIRTHDATE»
SECTION A (Please provide a response for EACH item listed below. Responses left blank will be considered incomplete.)		
ITEM 1	Please confirm the gender of your dependent (Check one)	<input type="checkbox"/> Male <input type="checkbox"/> Female
ITEM 2	Is your dependent on active duty in the armed forces of any state, country or international authority?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SECTION B (Please choose and complete only ONE option below that best describes your current marital or domestic partnership status.)		
OPTION 1	<input type="checkbox"/> LEGALLY MARRIED (Currently legally married to the person noted above.)	
	Marriage Date: ___/___/___	U.S. State (or Country) Where Married: _____
OPTION 2	<input type="checkbox"/> COMMON LAW MARRIED (Currently common law married to the person noted above.)	
	Common Law Marriage Date: ___/___/___	State Where Established: _____
OPTION 3	<input type="checkbox"/> DOMESTIC PARTNERSHIP (Currently in a domestic partnership with the person noted above.)	
	If no longer in domestic partnership, please provide the date the partnership ended: ___/___/___	
	Have you filed a Client Name Domestic Partnership Affidavit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
OPTION 4	<input type="checkbox"/> LEGALLY SEPARATED (Currently legally separated from the person noted above.)	
	Legal Separation Date: ___/___/___	State Where Granted: _____
OPTION 5	<input type="checkbox"/> LEGALLY DIVORCED (Currently legally divorced from the person noted above.)	
	Legal Divorce Date: ___/___/___	State Where Granted: _____
OPTION 6	<input type="checkbox"/> VOLUNTARY REMOVAL	
	I have reviewed the eligibility guidelines and the person noted above is no longer eligible for coverage. By selecting this option, I acknowledge that I understand his or her coverage will be terminated, effective Term Date. (Please attach explanation to this form outlining why your dependent no longer meets eligibility guidelines.)	
OPTION 7	<input type="checkbox"/> OTHER (Please attach explanation to this form.)	

STEP 2: Signature (This form will only be processed if the EMPLOYEE's signature is present below.)

I certify the information I have provided is true and correct and that I am responsible for updating this information in the event it changes. I understand the information will be reviewed and a determination will be made regarding my dependent's eligibility for coverage. I acknowledge that falsifying this information or failing to update this information can lead to cancellation of my dependent's coverage and disciplinary action up to and including termination of employment. Submission of this form does not guarantee eligibility for benefits.

Employee Signature (Required)

Date

POSTMARK DEADLINE: Postmark Deadline

Please keep a COPY of this document for your records.

«LASTNAME», «FIRSTNAME» («PARTICIPANTID»)
«LOCATION»

DEPENDENT CHILD(REN) CERTIFICATION FORM

Instructions: Please complete ALL STEPS of this Certification Form. If you need assistance, please call ACS HR Solutions at 1-XXX-XXX-XXXX.

STEP 1: Qualification of Dependent Status (Please complete SECTIONS A and B below FOR ALL DEPENDENTS.)

	«CHILD1FIRST» «CHILD1DOB»	«CHILD2FIRST» «CHILD2DOB»	«CHILD3FIRST» «CHILD3DOB»
SECTION A (Please provide a response for EACH item listed below. All responses left blank will be considered incomplete.)			
Is your dependent primarily reliant on you or your eligible spouse/domestic partner for more than 50% of his or her support?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your dependent consider your home his or her primary residence for more than six months of the year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your dependent eligible for his or her own benefits as a Client Name employee, or as a dependent of another Client Name employee or retiree?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your dependent eligible for benefits through his or her own employer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your dependent permanently employed on a full-time basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your dependent currently married?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your dependent on active duty in the armed forces of any state, country, or international authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION B (Please check only ONE statement below that best describes your relationship with each child listed above.)

Biological child (you are the birth mother or birth father of the child)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legally adopted child or child placed with you for adoption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stepchild (biological child of eligible spouse/domestic partner)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foster child or child covered as a result of a legal guardianship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grandchild	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child related by blood or marriage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child covered due to a Qualified Medical Child Support Order (QMCSO)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
None of the above (Please provide explanation on back of form.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I have reviewed the eligibility guidelines and the person noted above is no longer eligible for coverage. By selecting this option, I acknowledge that I understand his or her coverage will be terminated, effective Term Date. (Please attach explanation to this form outlining why your dependent no longer meets eligibility guidelines.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STEP 2: Qualification of Dependents Age 18 or Older (Please complete SECTIONS A and B below. All boxes left unchecked will be considered a default response of "No.")

SECTION A - Full-Time Student (minimum 12 credit hours/semester)			
Is dependent a full-time student at an accredited college or university?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of institution and state in which it is located (e.g., Miami U/OH)			
Please attach transcript for term ending Season/Year	<input type="checkbox"/> Attached	<input type="checkbox"/> Attached	<input type="checkbox"/> Attached
SECTION B - Totally Disabled Dependent			
Is your dependent considered totally and permanently disabled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your dependent eligible for benefits under the terms of Michelle's Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please attach physician statement and/or disability affidavit	<input type="checkbox"/> Attached	<input type="checkbox"/> Attached	<input type="checkbox"/> Attached

STEP 3: Signature (This form will only be processed if the EMPLOYEE's signature is present below.)

I certify the information I have provided is true and correct and that I am responsible for updating this information in the event it changes. I understand the information will be reviewed and a determination will be made regarding my dependent's eligibility for coverage. I acknowledge that falsifying this information or failing to update this information can lead to cancellation of my dependent's coverage and disciplinary action up to and including termination of employment. Submission of this form does not guarantee eligibility for benefits.

Employee Signature (Required) _____ Date _____

POSTMARK DEADLINE: Postmark Deadline

Please DO NOT send originals - they will not be returned. Please keep a COPY of this document for your records.

«FIRSTNAME» «LASTNAME»
«ADDRESS»
«CITY», «STATE» «ZipCode»

Month Day, Year

Estimado «FIRSTNAME» «LASTNAME»:

Como usted fue informado recientemente, nombre del cliente - con la ayuda de ACS HR Solutions a (ACS) - está conduciendo un proyecto de verificación de la elegibilidad del dependiente. Como muchas compañías vemos esto hasta ahora como un componente importante de una estrategia total que tiene como objetivo el control del alto precio del cuidado médico.

¿Por qué estamos verificando la elegibilidad de su(s) dependiente(s)? Estamos comprometidos en proporcionar alta calidad de los beneficios de cuidado médico a un costo que sea sostenible para usted y para nombre del cliente. En orden para mantener este compromiso, nosotros necesitamos confirmar que las guías de beneficios de elegibilidad de nuestro plan están continuando así no estamos pagando reclamos de participantes inelegibles. Realizamos que los errores y los malentendidos pueden suceder. Por ejemplo, los empleados pueden olvidarse de reportar un cambio tal como un divorcio o una graduación de la universidad, dando por resultado pagos excesivos costosos en un reclamo.

¿Qué necesita hacer usted? En orden para confirmar el estatus elegible de su(s) dependiente(s) bajo el plan de beneficios de nombre del cliente, por favor complete y envíe, la(s) forma(s) de certificación incluidas para su esposo(a)/compañero(a) doméstico(a) y/o niño(s) dependiente(s). Téngala presente, si usted tiene dependiente(s) mayor(res) de XX años de edad, documentación adicional será requerida (vea el paso X de la forma de certificación).

PRECAUCIÓN: Las respuestas que incluyen un formulario parcialmente lleno o la documentación parcial uno u otro serán consideradas "Incompleto." Todos los dependiente(s) que las respuestas están en un estatus *Incompleto* después de la fecha de plazo estarán sujetos en los requisitos establecidos en "¿Qué sucede si usted no responde?" abajo.

Para su conveniencia, hemos proporcionado un sobre pre-pagado. Este sobre debe de estar fechado no más tarde del XXXXXXXX XX, 20XX.

¿Qué sucede después de que usted responda? Aproximadamente dos (2) semanas después de que usted envíe su respuesta, ACS le enviará un aviso escrito que confirma el resultado del estatus elegible de cada dependiente.

- Dependientes determinados que son elegible no tendrá ningún cambio en cobertura.
- Dependientes determinados que son inelegible tendrán su cobertura cancelada, efectivamente el XXXXXXXX XX, 20XX.

¿Qué sucede si usted no responde? Si su respuesta no está fechada para el XXXXXXXX XX, 20XX, usted tendrá una oportunidad adicional para verificar el estatus elegible de su(s) dependiente(s). Esto incluirá la completación de un cuestionario Y proporcionar la sumisión de documentos para el estatus elegible de sus dependiente(s). Las muestras de la documentación pueden incluir copias de las partidas de nacimiento, certificados de matrimonio, declaraciones federales de impuestos etc.

Para su conveniencia y privacidad, este proyecto está funcionado independientemente por ACS, que son especialistas de elegibilidad y están disponibles para su ayuda inmediata a través de la línea de ACS. Por favor utilice su experiencia llamando al [[1-XXX-XXX-XXXX]], de lunes a viernes de 8 a.m. hasta 8 p.m. o sábados de 9 a.m. hasta 2 p.m. (ESTE).

Apreciamos grandemente su cooperación en este proceso.

Sinceramente,

ACS HR Solutions,
en nombre de XXXXXX

Preguntas hechas con frecuencia

¿Quién califica como un dependiente elegible?

- Su esposo(a) elegible con quien está casado(a) legalmente;
- Su niño(a) soltero(a) o niño(a) soltero(a) de su esposo(a) elegible que es menor de XX años de edad incluyendo niño(a) natural, hijastro(a), un niño(a) legalmente adoptado, un niño(a) bajo su cuidado, o un niño(a) para el cual usted o su esposo(a) elegible es tutor legal;
- Su niño(a) soltero(a) o niño(a) soltero(a) de su esposo(a) elegible que tiene XX años de edad pero menos de XX, años de edad el cual es un estudiante de tiempo completo;
- Su niño(a) soltero(a) o niño(a) soltero(a) de su esposo(a) elegible de XX años de edad o mayor, que este discapacitado físicamente o mentalmente e incapaz de apoyo por sí mismo;
- Un niño(a) el cual está reconocido(a) como un recipiente alterno en una orden de ayuda médica cualificada para el niño(a) (QMCSO);
- Otra categoría;
- Otra categoría;
- Otra categoría;
- Otra categoría;
- Otra categoría; o
- Otra categoría.

¿Qué debo hacer si realizo que estoy cubriendo a un dependiente inelegible?

Complete el formulario de Certificación y envíelos de nuevo a ACS HR Solutions (ACS) fechado no más tarde de XXXXXXXX XX, 20XX. ACS le notificará que quitarán a su dependiente inelegible de la cobertura, efectivamente en XXXXXXXX XX, 20XX.

¿Puedo continuar la cobertura para un dependiente inelegible?

Si la cobertura de su dependiente es cancelada como resultado de este proceso de verificación, él o ella puede ser elegible continuar su cobertura a través de COBRA (acto Omnibus consolidado de la reconciliación del presupuesto de 1985). Para descubrir si su dependiente inelegible califica para la cobertura de COBRA, llame al Administrador de contacto al 1-XXX-XXX-XXXX. También, por favor esté enterado que otras opciones de cobertura están disponibles para los dependientes que ya no son elegibles. Visite websitenamehere.com o llame al 1-XXX-XXX-XXXX, de lunes a viernes de X a.m. hasta X p.m. (ESTE) para más información.

¿Puedo agregar o quitar a un dependiente que este elegible actualmente para la cobertura bajo el plan de beneficios de nombre del cliente?

No. El propósito de este proyecto es solamente quitar dependientes **inelegibles**. Agregar o quitar dependientes de la cobertura se permite solamente durante el periodo anual de la inscripción, o en el plazo de 31 días de ciertos "acontecimientos de vida" el cual cambie su estatus.

¿Cómo puedo obtener los documentos perdidos requeridos para probar el estatus elegible de mi dependiente?

Usted puede contactar la oficina gubernamental en el condado o el estado en el cual el acontecimiento ocurrió (es decir, nacimiento, casamiento, etc.). La mayoría de las oficinas enviarán su documento de reemplazo por correo dentro de cinco días laborales con una cuota nominal. Para una respuesta más inmediata, usted puede visitar la oficina del condado o del estado para obtener el documento el mismo día. Por favor asegúrese **usted el saber qué información usted necesitará presentar en orden para obtener el documento antes de visitar la oficina del condado o del estado**. Usted también puede obtener documentos visitando la línea www.vitalcheck.com. Esta dirección de correo electrónico es utilizada por cada estado en los E.E.U.U., para procesar solicitudes de registro vitales y también tiene enlaces a los sitios en donde usted puede solicitar registros vitales de países extranjeros o para los ciudadanos americanos nacidos en el exterior. El tiempo de giro promedio para las solicitudes son tres días, y los documentos solicitados son marcados con el sello del empleado de la corte.

Preguntas opcionales:

¿Me penalizarán si mi esposo(a) y/o niño(a) dependiente(s) son inelegibles?

Sabemos que es raramente intencional cubrir a un dependiente inelegible, de manera que no le penalizaremos, o buscaremos acción disciplinaria o el reembolso de los reclamos si usted quita el dependiente inelegible durante este proyecto.

¿Cómo mi información personal será utilizada y quién tendrá acceso a ella?

Solamente ACS tendrá acceso a su información personal, que será utilizada solamente para verificar la elegibilidad de sus dependientes. Toda la información transmitida será tratada como privada y confidencial, bajo pena de la ley. Los guardias de seguridad administrativos, físicos, y tecnológicos se han puesto en lugar para asegurar la confidencialidad de su información personal.

¿Quién debo de contactar si tengo preguntas adicionales?

Contacte la línea de ayuda llamando ACS al 1-XXX-XXX-XXXX, de lunes a viernes de 8 a.m. hasta 8 p.m., o sábados de 9 a.m. hasta 2 p.m. (ESTE), para la ayuda adicional.

¿Cambiará mi prima si quitan a mi esposo(a) y/o niño(a) dependiente del plan por ser inelegibles?

No. Su tarifa de prima no será afectada si usted quita un dependiente inelegible del plan durante esta auditoría. Su tarifa de prima será modificada solamente si usted experimenta un cambio de estatus debido a un "acontecimiento de vida".

¿Qué sucede si se han pagado reclamos de un dependiente que se determino ser inelegible?

Si determinan a su dependiente ser inelegible y se han pagado los reclamos después de ~~Xxxxxxxx XX, 20XX~~, usted será responsable del pago completo de esos costos.

«LASTNAME», «FIRSTNAME», («PARTICIPANTID»)

«LOCATION»

ESPOSO(A)/FORMA DE CERTIFICACIÓN PARA COMPAÑERO(A) DOMESTICO(A)

INSTRUCCIONES: Por favor completar **TODOS LOS PASOS** de esta forma de certificación para su esposo(a) o compañero(a) domestico(a) del mismo-sexo. Para los propósitos de esta forma, la persona identificada en el **PASO 1** será referido como su "dependiente." Si usted necesita ayuda con esta forma, por favor llame a ACS HR Solutions al 1-XXX-XXX-XXXX.

PASO 1: Calificación de estatus marital o Compañero(a) Doméstico(a) (Por favor complete SECCIONES A y B abajo.)		«SPOUSEFIRSTNAME» «SPOUSEBIRTHDATE»
SECCIÓN A (Por favor proporcione una respuesta para CADA artículo enumerado abajo. Las respuestas que dejaron con espacio en blanco serán consideradas "incompleto.")		
ARTÍCULO 1	Por favor confirme el sexo de su dependiente (cheque uno)	<input type="checkbox"/> Masculino <input type="checkbox"/> Femenino
ARTÍCULO 2	¿Está su dependiente en servicio activo en las fuerzas armadas de algún estado, país o autoridad internacional?	<input type="checkbox"/> Sí <input type="checkbox"/> No
SECCIÓN B (Por favor elija y complete solamente UNA opción abajo que mejor describa su estatus marital actual o compañero(a) doméstico(a))		
OPCIÓN 1	<input checked="" type="checkbox"/> CASADO LEGALMENTE (Actualmente casado legalmente con la persona mencionada arriba.)	Fecha de casamiento: / / LOS E.E.U.U. (o país) donde fue casado:
OPCIÓN 2	<input type="checkbox"/> CASADO POR LEY COMÚN (Actualmente casado por ley común con la persona mencionada arriba.)	Fecha de casamiento por la ley común: / / Estado donde fue establecida:
OPCIÓN 3	<input checked="" type="checkbox"/> COMPAÑERO(A) DOMÉSTICO(A) (Esta actualmente de compañero(a) doméstico(a) con la persona mencionada arriba.)	Si no está de compañero(a) doméstico(a), por favor proporcione la fecha que la asociación terminó: / /
	¿Ha usted presentado una declaración jurada de compañero(a) doméstico(a) a nombre del cliente?	<input type="checkbox"/> Sí <input type="checkbox"/> No
OPCIÓN 4	<input type="checkbox"/> SEPARADO LEGALMENTE (Actualmente separado legalmente de la persona mencionada arriba.)	Fecha de la separación legal: / / Estado donde fue concedida:
OPCIÓN 5	<input checked="" type="checkbox"/> DIVORCIADO LEGALMENTE (Actualmente divorciado legalmente de la persona mencionada arriba.)	Fecha del divorcio legal: / / Estado donde fue concedido:
OPCIÓN 6	<input type="checkbox"/> REMOVER VOLUNTARIAMENTE	He revisado las líneas de guía de elegibilidad y la persona mencionada arriba ya no es más elegible para la cobertura. Al seleccionar esta opción, yo reconozco que comprendo que la cobertura del o ella será terminada, efectivamente el Fecha del término. (Por favor agregue una explicación a esta forma que resuma el porqué su dependiente ya no mas reúne las guías de elegibilidad.)
OPCIÓN 7	<input type="checkbox"/> OTRO (Por favor agregue una explicación a esta forma.)	

PASO 2: Firma (Esta forma será procesada solamente si está presente la firma del EMPLEADO abajo.)

Yo certifico que la información que he proporcionado es verdadera y correcta y que soy responsable en poner al día esta información si hay un cambio de acontecimiento. Yo comprendo que la información será revisada y una determinación será tomada con respecto a la cobertura de elegibilidad de mi dependiente. Yo reconozco que al falsificar esta información o el no poner al día esta información puede conducir a la cancelación de la cobertura del dependiente y hasta la acción disciplinaria y incluyendo la terminación del empleo. La presentación de esta forma no garantiza los beneficios de elegibilidad.

Firma del empleado (requerida)

Fecha

FECHA DE PLAZO: Plazo de los matasellos

Por favor conserve una copia de este documento para sus archivos.

«LASTNAME», «FIRSTNAME» («PARTICIPANTID»)
«LOCATION»

FORMA DE CERTIFICACIÓN DE NIÑO(S) DEPENDIENTES

Instrucciones: Por favor complete **TODOS LOS PASOS** de esta forma de certificación. Si usted necesita ayuda, por favor llame a ACS HR Solutions al 1-XXX-XXX-XXXX.

PASO 1: Calificación de estatus del dependiente
(Por favor complete SECCIONES A y B abajo PARA TODOS LOS DEPENDIENTES.)

	«CHILD1FIRST» «CHILD1DOB»	«CHILD2FIRST» «CHILD2DOB»	«CHILD3FIRST» «CHILD3DOB»
SECCIÓN A (Por favor proporcione una respuesta para CADA artículo enumerado abajo. Todas las respuestas que dejaron con espacio en blanco serán consideradas "incompleto".)			
¿Esta su dependiente dependiendo principalmente en usted o su esposo(a) elegible /compañero(a) doméstico(a) por más de 50% de ayuda para él o ella?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input checked="" type="checkbox"/> No
¿Considera su dependiente su residencia principal su hogar para él o para ella por más de seis meses en un año?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Esta su dependiente elegible para beneficios de su trabajo propio de él o ella como empleado de nombre del cliente, o como dependiente de un empleado o retirado que trabaje para nombre del cliente u otro que no sea usted?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sí <input type="checkbox"/> No
¿Está su dependiente elegible para beneficios a través del trabajo propio de él o ella?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Está su dependiente empleado permanentemente en base de tiempo completo?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Está su dependiente casado actualmente?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Está su dependiente en servicio activo en las fuerzas armadas de algún estado, país, o autoridad internacional?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No

SECCIÓN B (Por favor elija abajo UNA declaración que mejor describa su relación con cada niño(s) mencionado arriba.)

Niño biológico (usted es la madre de nacimiento o el padre de nacimiento del niño)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niño legalmente adoptado o niño colocado con usted para la adopción	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hijastro (niño biológico del esposo elegible/compañero doméstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niño bajo su cuidado o niño cubierto como resultado de una tutela legal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nieto	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niño que esté relacionado por sangre o matrimonio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niño cubierto debido a una orden de ayuda médica cualificada para el niño (QMCSO)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ninguno de los anteriores (Por favor proporcione una explicación en la parte de atrás de esta forma.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
He revisado las líneas de guías de elegibilidad y la persona mencionada arriba ya no es más elegible para la cobertura. Al seleccionar esta opción, Yo reconozco que comprendo que la cobertura de el/ella será terminada, efectivamente el Fecha del término. (Por favor agregue una explicación a esta forma que resuma el porqué su dependiente y/o niño reúne más las guías de elegibilidad.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASO 2: Calificación de los dependientes de 18 años de edad o mayores
(Por favor complete SECCIONES A y B abajo. Todo los cuadros que estén sin chequear será n considerado con una respuesta predeterminada de "no.")

SECCIÓN A – Estudiante de tiempo completo (Mínimo 12 horas de crédito/semestre)

¿Es su dependiente un estudiante de tiempo completo en un colegio universitario o una universidad acreditada?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
Nombre de la institución y el estado en el cual está localizada (e.g., Miami U/OH)			
Por favor agregue la transcripción de el periodo que finalizó Estación/año	<input type="checkbox"/> Unido	<input type="checkbox"/> Unido	<input type="checkbox"/> Unido

SECCIÓN B – Dependiente discapacitado totalmente

¿Esta su dependiente considerado totalmente y permanentemente discapacitado?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Esta su dependiente elegible para los beneficios bajo los términos de la ley Michelle?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
Por favor agregue la declaración del médico y/o la declaración jurada de la discapacidad	<input type="checkbox"/> Unido	<input type="checkbox"/> Unido	<input type="checkbox"/> Unido

«LASTNAME», «FIRSTNAME» («PARTICIPANTID»)
«LOCATION»

FORMA DE CERTIFICACIÓN DE NIÑO(S) DEPENDIENTES

Instrucciones: Por favor complete **TODOS LOS PASOS** de esta forma de certificación. Si usted necesita ayuda, por favor llame a ACS HR Solutions al 1-XXX-XXX-XXXX.

PASO 1: Calificación de estatus del dependiente (Por favor complete SECCIONES A y B abajo PARA TODOS LOS DEPENDIENTES.)	«CHILD1FIRST» «CHILD1DOB»	«CHILD2FIRST» «CHILD2DOB»	«CHILD3FIRST» «CHILD3DOB»
SECCIÓN A (Por favor proporcione una respuesta para CADA artículo enumerado abajo. Todas las respuestas que dejaron con espacio en blanco serán consideradas "incompleto.")			
¿Esta su dependiente dependiendo principalmente en usted o su esposo(a) elegible /compañero(a) doméstico(a) por más de 50% de ayuda para él o ella?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input checked="" type="checkbox"/> No
¿Considera su dependiente su residencia principal su hogar para él o para ella por más de seis meses en un año?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Esta su dependiente elegible para beneficios de su trabajo propio de él o ella como empleado de nombre del cliente, o como dependiente de un empleado o retirado que trabaje para nombre del cliente u otro que no sea usted?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sí <input type="checkbox"/> No
¿Está su dependiente elegible para beneficios a través del trabajo propio de él o ella?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Está su dependiente empleado permanentemente en base de tiempo completo?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Está su dependiente casado actualmente?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Está su dependiente en servicio activo en las fuerzas armadas de algún estado, país, o autoridad internacional?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
SECCIÓN B (Por favor elija abajo UNA declaración que mejor describa su relación con cada niño(s) mencionado arriba)			
Niño biológico (usted es la madre de nacimiento o el padre de nacimiento del niño)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niño legalmente adoptado o niño colocado con usted para la adopción	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hijastro (niño biológico del esposo elegible/compañero doméstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niño bajo su cuidado o niño cubierto como resultado de una tutela legal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nieto	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niño que esté relacionado por sangre o matrimonio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Niño cubierto debido a una orden de ayuda médica calificada para el niño (QMCSO)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ninguno de los anteriores (Por favor proporcione una explicación en la parte de atrás de esta forma.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
He revisado las líneas de guías de elegibilidad y la persona mencionada arriba ya no es más elegible para la cobertura. Al seleccionar esta opción, Yo reconozco que comprendo que la cobertura de el/ella será terminada, efectivamente el/fecha del término. (Por favor agregue una explicación a esta forma que resuma el porqué su dependiente ya no reúne más las guías de elegibilidad.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASO 2: Calificación de los dependientes de 18 años de edad o mayores (Por favor complete SECCIONES A y B abajo. Todo los cuadros que estén sin chequear será n considerado con una respuesta predeterminada de "no.")			
SECCIÓN A – Estudiante de tiempo completo (Mínimo 12 horas de crédito/semestre)			
¿Es su dependiente un estudiante de tiempo completo en un colegio universitario o una universidad acreditada?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
Nombre de la institución y el estado en el cual está localizada (e.g., Miami U/OH)			
Por favor agregue la transcripción de el periodo que finalizó Estación/año	<input type="checkbox"/> Unido	<input type="checkbox"/> Unido	<input type="checkbox"/> Unido
SECCIÓN B – Dependiente discapacitado totalmente			
¿Esta su dependiente considerado totalmente y permanentemente discapacitado?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
¿Esta su dependiente elegible para los beneficios bajo los términos de la ley Michelle?	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No	<input type="checkbox"/> Sí <input type="checkbox"/> No
Por favor agregue la declaración del médico y/o la declaración jurada de la discapacidad	<input type="checkbox"/> Unido	<input type="checkbox"/> Unido	<input type="checkbox"/> Unido

«LASTNAME», «FIRSTNAME» («PARTICIPANTID»)
«LOCATION»

PASO 3: Firma (Esta forma será procesada solamente si esta presente la firma del EMPLEADO abajo.)

Yo certifico que la información que he proporcionado es verdadera y correcta y que soy responsable en poner al día esta información si hay un cambio de acontecimiento. Yo comprendo que la información será revisada y una determinación será tomada con respecto a la cobertura de elegibilidad de mi dependiente. Yo reconozco que al falsificar esta información o el no poder poner al día esta información puede conducir a la cancelación de la cobertura de mi dependiente y a hasta la acción disciplinaria y el incluir la terminación del empleo. La presentación de esta forma no garantiza los beneficios de elegibilidad.

Firma del empleado (requerida)

Fecha

FECHA DE PLAZO: Plazo de los matasellos

Por favor ~~No envíe originales. No serán de vuelta.~~ Por favor conserve una copia de este documento para sus archivos.

Proprietary Information

Appendix E: Sample Audit Reports



ABC Company Dependent Eligibility Review

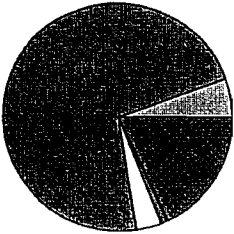
Run Date: 1/19/2010

Confidential - Not for Distribution



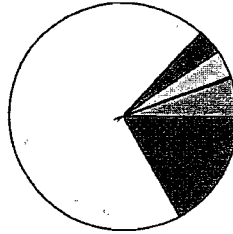
1/19/2010

Employee Status Summary



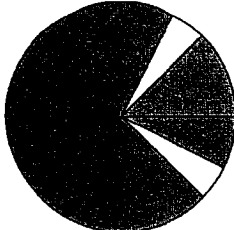
Category	Count	Percent	Benchmark
No Response	1,000	18.0 %	20.0 %
Returned to Sender	10	0.2 %	1.0 %
In Process	50	0.9 %	2.0 %
Incomplete	200	3.6 %	7.0 %
Complete	4,000	71.9 %	65.0 %
Removed from Audit	300	5.4 %	5.0 %
Total	5,560	100%	100%

Dependent Status Summary



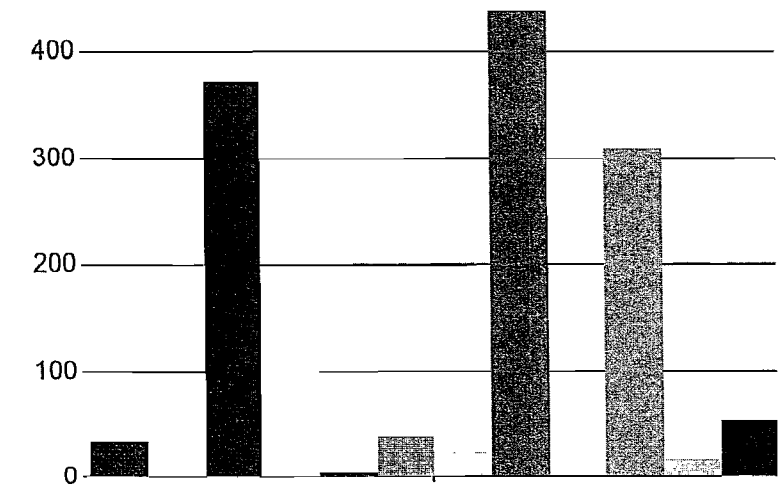
Category	Count	Percent	Benchmark
No Response	1,900	17.0 %	20.0 %
Eligible	7,800	69.9 %	65.0 %
Ineligible	400	3.6 %	2.0 %
Incomplete	425	3.8 %	7.0 %
Pending	30	0.3 %	1.0 %
Removed from Audit	600	5.4 %	5.0 %
Total	11,155	100%	100%

Ineligible Dependent Breakdown



Category	Count	Percent
Dependent does not reside with employee	30	7.5 %
Dependent is married	20	5.0 %
Dependent is over the age 19 and not a Fulltime Student	280	70.0 %
Divorce	20	5.0 %
Does not meet the qualifications of an eligible dependent	50	12.5 %
Total	400	100%

Incoming Call Summary

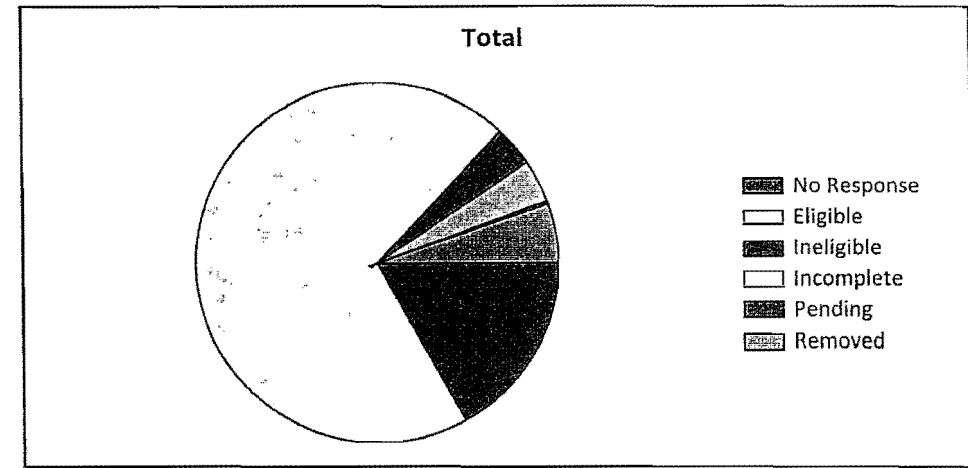
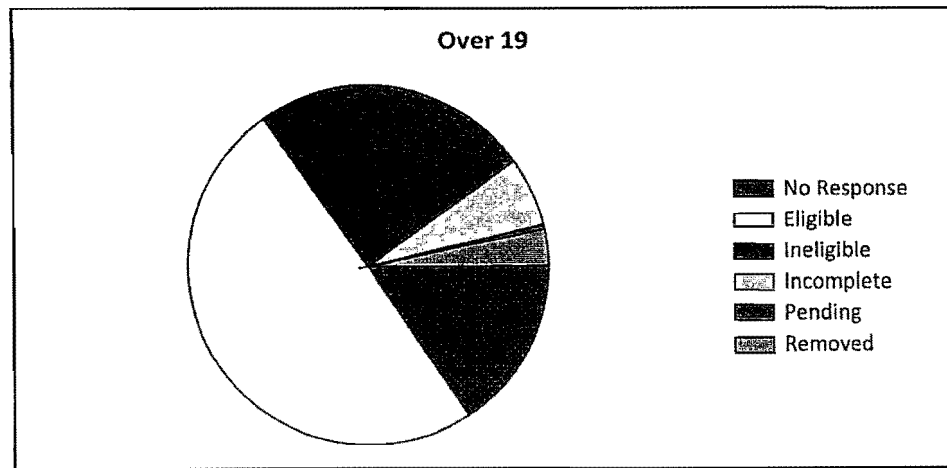
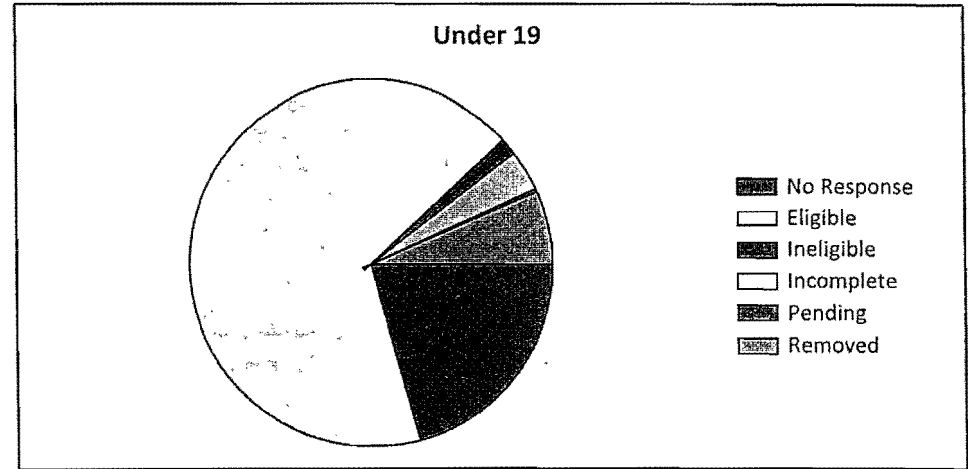
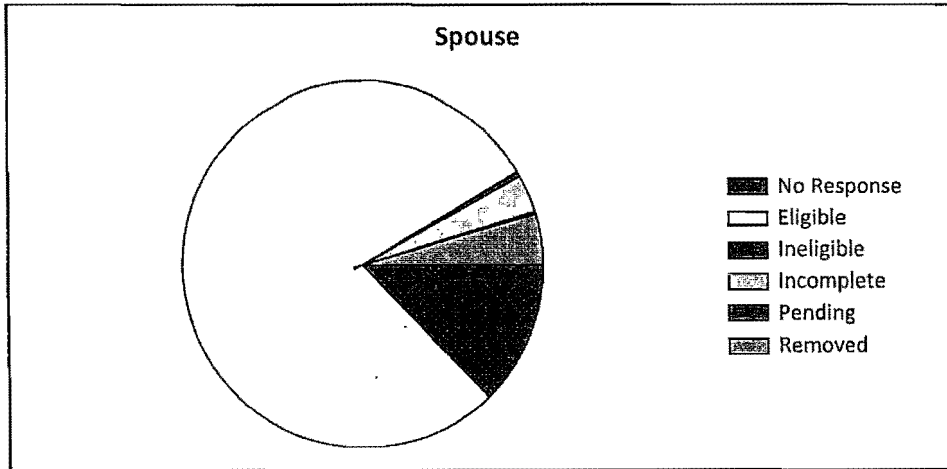


Category	Count	Percent
General Question About Mailing	32	2.2 %
Contact Information Update	24	1.6 %
Question about Completing Forms	372	25.1 %
Question about "Proper Documentation"	174	11.7 %
Request Change of Contact Information	4	0.3 %
Request Mailing to be Resent	38	2.6 %
Request ACS HRS Contact Information	22	1.5 %
Confirm Response was Received	439	29.6 %
Explanation of Complete Letter	0	0.0 %
Explanation of Incomplete Letter	308	20.8 %
Question about Appeal Process	17	1.1 %
Other	52	3.5 %
Total	1,482	100%

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Category	Spouse	%	Under19	%	Over19	%	Total	%
No Response	570	12.8%	1,140	20.8%	190	15.7%	1,900	17.0%
Eligible	3,510	78.7%	3,690	67.3%	600	49.6%	7,800	69.9%
Ineligible	20	0.4%	80	1.5%	300	24.8%	400	3.6%
Incomplete	150	3.4%	200	3.6%	75	6.2%	425	3.8%
Pending	10	0.2%	15	0.3%	5	0.4%	30	0.3%
Removed	200	4.5%	360	6.6%	40	3.3%	600	5.4%
	4,460	100%	5,485	100%	1,210	100%	11,155	100%



ABC COMPANY DEMO 1

10/15/2008 12:00 AM

Inbound Call Statistics

ABC Company

Weekly Statistics

Week Starting	Total Calls	Average On-Hold (seconds)	Number of Abandoned Calls	Abandon Rate	Number of calls ans < 30 sec	Average Talk Time
7/28/2008	40	9.27	0	0.0%	100%	4 : 36
8/4/2008	45	10.50	2	4.4%	100%	3 : 13
8/11/2008	140	18.50	0	0.0%	100%	5 : 5
8/18/2008	210	15.25	6	2.9%	98%	3 : 16
8/25/2008	135	18.50	4	3.0%	97%	6 : 19
9/1/2008	230	6.29	3	1.3%	100%	4 : 14
9/8/2008	180	19.59	3	1.7%	100%	6 : 4
9/15/2008	155	10.08	0	0.0%	98%	5 : 8
9/22/2008	125	21.87	3	2.4%	100%	5 : 16
9/29/2008	130	19.82	0	0.0%	93%	5 : 8
10/6/2008	50	8.79	1	2.0%	95%	5 : 44
10/13/2008	42	10.19	0	0.0%	100%	5 : 39
Total:	1482	15.81	22	1.48%	98.5%	5 : 15

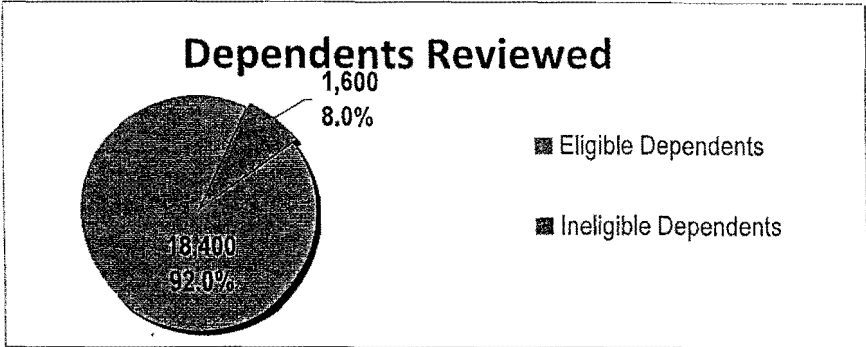
Monthly Statistics

Month	Total Calls	Average On-Hold (seconds)	Number of Abandoned Calls	Abandon Rate	Number of calls ans > 30 sec	Average Talk Time
July 2008	40	9.27	0	0.0%	100%	4 : 53
August 2008	530	16.32	12	2.3%	98%	4 : 27
September 2008	820	17.43	9	1.1%	99%	5 : 18
October 2008	92	9.42	1	1.1%	98%	5 : 23
Total:	1482	15.81	22	1.48%	98.5%	5 : 15

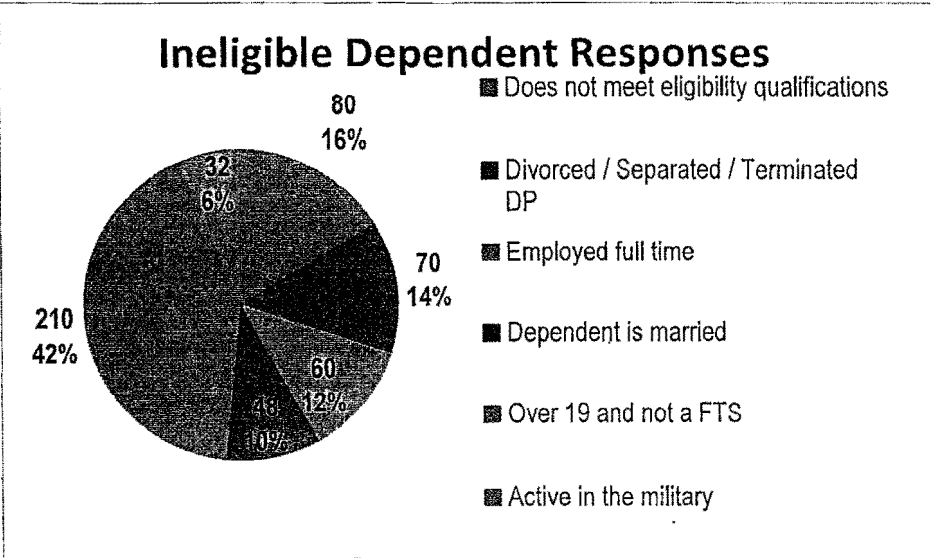
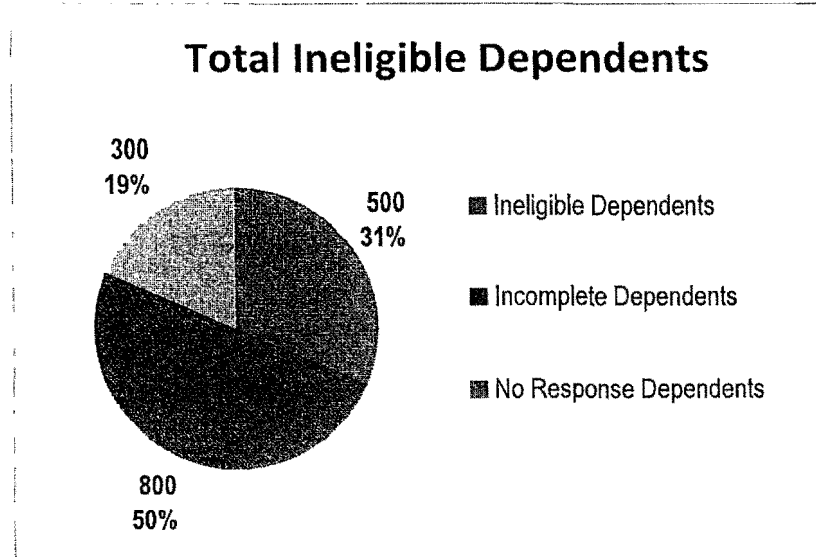


XYZ Corporation
Dependent Eligibility Audit 2009 - Project Summary

Employees Audited	10,000
Dependents Audited	20,000
Total Eligible Dependents	18,400
Total Ineligible Dependents	1,600
Total Removed Dependents	400



Cost Avoidance / Savings			
	# of Ineligible	Cost of a Dep	Savings
Spouses	400	\$3,700	\$1,480,000
Dependent children under 19	750	\$1,500	\$1,125,000
Dependent children over 19	450	\$1,500	\$675,000
Total Savings	1,600		\$3,280,000
Return on Investment	12.4 to -1		



expertise in action™



Client

Dependent Eligibility Verification Initial Project Results

January 2010

Contents

Executive Summary.....	2
Project Methodology.....	3
Project Results	4
Employee Responses	4
DEV Service Center Results	5
Performance Guarantees	7
Estimated Cost Avoidance / Savings.....	8
DEV Maintenance Recommendation	9
Project Summary.....	Exhibit I

Executive Summary

Description of Project and Analysis of Results

The following table is a summary of the project results:

PROJECT RESULTS SUMMARY								
Ineligible Dependents Identified / Removed: xx% (xxx dependents) representing \$x,xxx,xxx								
Statistics by Employee	TOTAL	%	SP/DP	%	CHILD	%	OADC	%
Initial Project Enrollment	Xxxx		Employee enrollment intentionally left blank. Employee ineligible dependents reported by category will result in the sum of the detail exceeding the total column, due to multiple dependents per employee within each category.					
Removed from Audit	(xx)							
Net Employees w/ Dependents	Xxxx							
Employees w/ Ineligible Dependents	Xxx	9.6%	144	2.0%	175	2.4%	475	6.5%
Statistics by Dependent	TOTAL	%	SP/DP	%	CHILD	%	OADC	%
Initial Project Enrollment	Xxxxx		Xxxxx		Xxxxx		Xxxxx	
Removed from Audit	(xxx)		(xxx)		(xxx)		(xxx)	
Net Dependents Reviewed	Xxxxx		Xxxxx		Xxxxx		Xxxxx	
Eligible Dependents	Xxxxx	xx%	Xxxxx	xx%	Xxxxx	xx%	Xxxxx	xx%
Ineligible Dependents	Xxx	xx%	Xxx	xx%	Xxx	xx%	Xxx	xx%
Ineligible Dependent Removal Cause (100%)								
Did not meet eligibility requirements (xx2%)	Xxx	x%	Xxx	x%	Xxx	x%	Xxx	x%
Incomplete response (xx%)	Xx	X%	Xx	X%	Xx	X%	Xx	X%
No response (xx%)	Xxx	x%	Xxx	x%	Xxx	x%	Xxx	x%
Total Ineligible Dependents Removed	xxx	Xx%	xxx	Xx%	xxx	Xx%	xxx	Xx%
Estimated Annual Cost / Dependent			\$x,xxx		\$x,xxx		\$x,xxx	
Estimated Future Cost Avoidance	\$x,xxx,xxx		\$xxx,xxx		\$xxx,xxx		\$xxx,xxx	

.Project Methodology

Client selected the Hybrid method that allows the employee two opportunities to verify their dependents eligibility. This methodology includes a Mandatory Sign-Off (MSO) phase as well as a Proof of Eligibility (POE) phase. The MSO phase requires the employees to provide certified answers regarding covered dependent children and spouse/domestic partner coverage. If the employee responded to the MSO, the process was relatively simple and they were considered complete. Employee s who did not respond to the MSO phase then entered the POE phase, which required the employee to provide documentation in addition to the verification questions in order to support the eligibility of his or her covered dependent(s).

The MSO employee response period began on <date>, included a reminder notice to all non-respondents sent on <Date> and ended with a postmark deadline of <Date>. After a transition period that allowed for processing of all MSO responses postmarked by <Date>, the POE response period began. The POE response period was scheduled from<Date> - <Date>. Throughout this period, employees were sent notification letters confirming the final status of their dependent(s). If the dependent was considered eligible, the notification included a confirmation of this status and informed the employee that no further action was necessary on his or her part. If the dependent was considered ineligible, the notification included the dependent's status and guidelines for the employee to appeal the decision in the event he or she did not agree with the decision. If the employee did not respond to any of the verification and documentation requests by the <date> deadline, a notification of ineligible status and coverage termination (which included instructions for appealing the decision) was sent to these individuals on <Date>.

A final effort to verify eligible dependents included an appeals period. During this 60-day period, employees were able to submit documentation accompanied by a formal appeal letter explaining their supplemental response(s). In addition, employee responses received during the appeals period that included all required documentation and questionnaire but did not include a formal letter of appeal, were processed as "soft appeals." The requirement to include a formal letter of appeal was waived, with the approval of Client.

Project Results

Employee Responses

Detail analysis of employee responses and results

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INELIGIBLE DEPENDENT REMOVAL DETAIL			
Dependent Removal Reason	# Dependents Removed	% of Response Removals	% of TOTAL Removals
<i>Incomplete Appeal</i>	xx	xx%	xx%
<i>Over 19 and not a Full-Time Student</i>	xx	xx%	xx%
<i>Employed Full Time</i>	xx	xx%	xx%
<i>Does not meet eligibility requirements</i>	Xx	xx%	xx%
<i>Dependent is married</i>	Xx	xx%	xx%
<i>Dependent is active in the military</i>	Xx	xx%	xx%
<i>Divorced / Separated / Terminated Domestic Partner</i>	xx	xx%	xx%
TOTAL Dependents ineligible based on employee "response"	xxx	100%	

DEV Service Center Results

Throughout the project, BUCK provided a centralized service center to support Client employees and Human Resources team. The service center was active from <Date> through <Date>. As of the issuance of this report, the DEV service team has supported the following results:

DEV SERVICE CENTER				
Description	Amount			
Total Inbound and Outbound calls	Xxxx	xx.x% Client employees called		
Unique Client employees served	Xxxx	xx.x% of total population served		
Service Center Call Detail	Inbound	Outbound	Total	%
<i>General question regarding mailing / project</i>	Xxx	Xxx	Xxx	Xx%
<i>Question regarding form / documentation (MSO / POE / Appeals)</i>	Xxxx	Xxxx	Xxxx	Xx%
<i>Question regarding correspondence</i>	Xxx	Xxx	Xxx	Xx%
<i>Confirmation of forms or dependent status</i>	Xxxx	Xxxx	Xxxx	Xx%
<i>Update member demographics</i>	X	X	X	Xx%
<i>Other</i>	Xxx	Xxx	Xxx	Xx%
Total	xxxx	xxxx	xxxx	Xxx%
Documents Processed	Mail			
<i>MSO documents processed</i>	Xxxx			
<i>POE documents processed</i>	Xxx			
<i>Appeals documents processed</i>	Xxx			
Total	xxxx			

In addition to the services provided directly to Client employees, a dedicated project manager was engaged to service members of Client Corporate DEV team and Human Resource Department. This support was completed through the integration with the many BUCK team members on behalf of the requesting party. In most cases, responses to requests for information and other support items were provided within the same business day.

PROJECT MANAGEMENT ACTIVITY / SERVICE SUMMARY		
Activity / Service		Comments
Meetings / Conference Calls		
Implementation and Status updates	Xx	
Ad-hoc meetings	X	
Service Requests (email, calls, etc.)	xxxx	
Reporting		
Standard / Scheduled	xx	

Overall, the interaction between the BUCK and Client teams was both positive and successful. This cohesive working relationship ultimately contributed to the achievements attained throughout the DEV project.

Performance Guarantees

To date the Performance Guarantees put forth at the initiation of this project are quantified in the following chart:

DEV PROJECT PERFORMANCE GUARANTEES			
Reporting	Guarantee	Final Statistics	Satisfactory / Not Satisfactory
Average Speed to Answer Calls	Within xx Seconds	xx Seconds	Satisfactory
Call Abandonment Rate	Less Than x%	x%	Satisfactory
Receipt of Daily Mail	x Business Day	X	Satisfactory
Incoming Document Indexing & Processing Turnaround Time (TAT)	x Business Days	X	Satisfactory
Outgoing Document Processing TAT	x Business Days	X	Satisfactory
Data Entry Processing Accuracy	Greater than 98%	xxx%	Satisfactory
Callback within 24 hours	95%	xx%	Satisfactory
Callback within 48 hours	100%	xxx%	Satisfactory
Adherence to Project Timeline for tasks completed by BUCK	98%	xxx%	Satisfactory
Penalty \$0			

Estimated Cost Avoidance / Savings

Based on the results for this project, it is estimated that Client removed xx% of enrolled dependents. These dependents were identified as ineligible as a result of dependent eligibility verification efforts. The estimated cost for these dependents is approximately \$x,xxx,xxx. The eligibility status of dependents is an extremely dynamic component of all benefit plans. The results of this project support the fact that the dedication of time and resources to this process is a valuable, ongoing cost-containment exercise in benefit management.

ESTIMATED COST AVOIDANCE / SAVINGS								
	SP/DP	Amount	CHILD	Amount	OADC	Amount	Total	Amount
Removed Dependents	xxx		xxx		xxx		xxxx	
Estimated value per Dependent	\$xxxx		\$xxxx		\$xxxx			
Estimated Cost Avoidance / Savings		\$xxx,xxx		\$xxx,xxx		\$xxx,xxx		\$x,xxx,xxx
Ineligible Dependents – Total (MSO/POE/Appeals)	Xx	\$xxx,xxx	Xx	\$xxx,xxx	Xx	\$xxx,xxx	Xx	\$x,xxx,xxx
<i>Incomplete Appeal</i>	Xx		Xx		Xx		Xx	
<i>Over 19 and not a Full-Time Student</i>	Xx		Xx		Xx		Xx	
<i>Employed Full Time</i>	Xx		Xx		Xx		Xx	
<i>Does not meet eligibility requirements</i>	X		X		X		X	
<i>Dependent is married</i>	Xx		Xx		Xx		Xx	
<i>Dependent is active in the military</i>	Xx		Xx		Xx		Xx	
<i>Divorced / Separated / Terminated Domestic Partner</i>	Xx		Xx		Xx		Xx	
Incomplete	Xxx	\$xxx,xxx	Xxx	\$xxx,xxx	Xxx	\$xxx,xxx	Xxx	\$x,xxx,xxx
No Response	Xxx	\$xxx,xxx	Xxx	\$xxx,xxx	Xxx	\$xxx,xxx	Xxx	\$x,xxx,xxx
Total Dependents deemed ineligible	Xxx	\$xxx,xxx	Xxx	\$xxx,xxx	Xxx	\$xxx,xxx	Xxx	\$x,xxx,xxx

DEV Maintenance Recommendation

List of Recommendations based on the results of the audit

E X H I B I T C
TIMELINE

Attachment 1
Updated (6-22-2010)
City of San Antonio

Dependent Eligibility Verification Project

Timeline - POE Online

Milestone	Date	Weekday	Responsibility
Implementation			
Contracts & Agreement Completion	06/24/10	Thursday	ACS / Client
Kickoff Meeting	06/24/10	Thursday	ACS / Client
Implementation Meeting	06/24/10	Thursday	ACS / Client
Initial Draft of Correspondence	07/02/10	Friday	ACS / Client
Initial Online Portal Preparation	07/02/10	Friday	ACS / Client
Final Approved Correspondence	07/13/10	Tuesday	ACS / Client
Receive Eligibility Data	07/23/10	Friday	ACS / Client
Online Development Completed	08/13/10	Friday	ACS / Client
Online Demo to Client	08/17/10	Tuesday	ACS / Client
Client Approval of Online Portal	08/20/10	Friday	ACS / Client
HR Web Cast	08/25/10	Wednesday	ACS / Client
Mailings			
Announcement Postcard	08/20/10	Friday	ACS
Initial POE Packet	08/27/10	Friday	ACS
Reminder POE (Second Full Packet)	09/13/10	Monday	ACS
POE Response Postmark Date	09/25/10	Saturday	ACS
POE Incomplete Postmark Date	10/04/10	Monday	ACS
"No Response" Default Removal Letter	10/14/10	Thursday	ACS
Coverage Termination			
Final list of Terminated Dependents to Eligibility Vendor	10/15/10	Friday	ACS
Recommended Coverage Termination Date	10/31/10	Sunday	ACS
Project Updates			
Bi-weekly status meetings	9/7 - 12/20	TBD	ACS / Client
Appeals Period			
Appeals period begins	10/14/10	Thursday	ACS
Appeals period ends	12/13/10	Monday	ACS
Project Completion			
Appeals adjustments	12/28/10	Tuesday	ACS
Updated Appeals list to Eligibility Vender	12/29/10	Wednesday	ACS
Executive Summary Report	01/12/11	Wednesday	ACS

NOTE: Incomplete Notices and Participation Complete Notices are provided throughout the duration of the project.

NOTE: Timeline is only an estimate; Final timeline will be established at Implementation Meeting

E X H I B I T D

BAA

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) is entered into by and between the City of San Antonio (“Covered Entity”), and Buck Consultants, LLC, a Business Associate (“BA”). Covered Entity and BA are sometimes hereinafter collectively referred to as the “Parties”.

WHEREAS, the City of San Antonio and BA have entered into that certain *Professional Services Agreement For Employee Benefits Dependent Audit* (“Contract”) the purpose of which is to confirm the eligibility of each dependent enrolled in the medical plan sponsored by Covered Entity; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Contract in compliance with all relevant federal and state laws with respect to the confidentiality and security of Protected Health Information (PHI), including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996, and accompanying regulations, as amended from time to time (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (2009), and any regulations promulgated thereunder; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (“C.F.R.”), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

(1) “Disclosure” with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.

(2) “Individual” shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(3) “Parties” shall mean Covered Entity and BA.

(4) “Breach” shall be defined as set out in 45 CFR §164.402.

(5) “CFR” means the Code of Federal Regulations. A reference to a CFR section means that section as amended from time to time; provided that if future amendments change the

designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.

(6) "Compliance Date(s)" shall mean the date(s) established by the Secretary or the United States Congress as the effective date(s) of applicability and enforceability of the Privacy Rule, Security Rule and HITECH Standards.

(7) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501 and shall include a group of records that is: (i) the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for Covered Entity by BA or (2) used, in whole or in part, by or for Covered Entity to make decisions about Individuals.

(8) "Electronic Protected Health Information" (EPHI) shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by BA.

(9) "HITECH Standards" shall mean the privacy, security and security breach notification provisions applicable to a BA under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, as such law may be amended from time to time, and any regulations promulgated thereunder.

(10) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.

(11) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 160.103, limited to the information created or received by BA from or on behalf of Covered Entity.

(12) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(13) "Security Incident" shall have the same meanings as the term "security incident" in 45 CFR §164.304.

(14) "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160, 162 and 164, subparts A and C.

(15) "Unsecured PHI" shall have the same meaning as "unsecured protected health information" in 45 CFR §164.402.

(16) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.

(17) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Terms used, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule and HITECH Standards.

B. BA Obligations and Activities. BA agrees that it shall:

- (1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;
- (2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of covered entity;
- (3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;
- (4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes aware of;
- (5) Ensure that any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information; BA agrees to ensure that any agents, including sub-agents, to whom it provides EPHI received from, or created or received by BA on behalf of the Covered Entity, agree in writing to implement the same reasonable and appropriate safeguards that apply to BA to protect the Covered Entity's EPHI;
- (6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;
- (7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;
- (8) Make available to the Covered Entity or to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary of the U.S. Department of Health and Human Services in determining Covered Entity's compliance with the Privacy Rule;
- (9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and US Department of Health and Human Services, as required, any covered PHI breach.

(12) Notwithstanding any other provision in this Agreement, no later than February 17, 2010, unless a separate Compliance Date is specified by law, BA hereby acknowledges and agrees that to the extent it is functioning as a BA of Covered Entity, BA will comply with the HITECH Business Associate provisions and with the obligations of a BA as prescribed by HIPAA and the HITECH Act commencing on the Compliance Date of each such provision. BA and the Covered Entity further agree that the provisions of HIPAA and the HITECH Act that apply to BA and that are required to be incorporated by reference in a Business Associate Agreement are incorporated into this Agreement between BA and Covered Entity as if set forth in this Agreement in their entirety and are effective as of the Compliance Date.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

(1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the Business Associate may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on which it is fully executed by the Parties or the date on which BA commences its services under the Contract, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Contract, end the violation and terminate this Agreement and the Contract; or (b) immediately terminate this Agreement and the Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

- (b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.
- (4) Notwithstanding any other provision under this Agreement, the Parties agree that the Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.
- G. Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.
- H. Survival. The respective rights and obligations of the BA under Sections B, C(2) and (4), and F(3) shall survive the termination of this Agreement.
- I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy and Security Rules and the HITECH Standards.
- J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.
- K. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- L. **INDEMNIFICATION. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE CONTRACT, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.**
- M. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- N. Assignment. Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

- O. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and **supersedes** all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Contract or any such later agreement(s), the terms of this Agreement shall control unless the terms of the Contract comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
- P. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. **The obligations of the Parties to this Agreement shall be performable in San Antonio, Bexar County, Texas and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County.**

EXECUTED on the ____ day of June, 2010, by the **City of San Antonio, Texas**, signing by and through its Human Resources Director, and on the ____ day of June, 2010, by Buck Consultants, LLC, signing by and through its Principal, to be effective from and after the date determined in accordance with Section F (1) of this Agreement..

COVERED ENTITY
City of San Antonio, Texas

BUSINESS ASSOCIATE:
Buck Consultants, LLC

By: _____

By: _____

Print Name: Elizabeth Braune

Print Name: Richard Mackesey

Print Title: Human Resources Director

Print Title: Principal

APPROVED AS TO FORM:

Robert Nordhaus
Assistant City Attorney