

Philadelphia Parking Authority Request for Proposal

Professional Actuarial Services RFP No. 15-24

Issue Date: Wednesday, December 9, 2015

The Philadelphia Parking Authority is soliciting written proposals for Professional Actuarial Services for their self-funded health insurance plan.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on Tuesday, January 5, 2016

Delivery Instructions:

Proposals may be Mailed or Hand Delivered

All copies of the RFP must be submitted to:
Mary Wheeler
Manager of Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106

Fax or email responses will NOT be accepted

REQUEST FOR PROPOSALS PROFESSIONAL ACTUARIAL SERVICES RFP No. 15-24

The Philadelphia Parking Authority (the "Authority") is seeking responses to this Request For Proposals (RFP) in order to select one firm to serve as its actuary under a five (5) year contract.

Scope of Services: Self-Funded Health Insurance Plan

Services required consist of the drawing of a report, on an annual basis for each of the next five (5) years, indicating the values of the various obligations for self-funded healthcare benefits, both incurred and likely to be incurred, and the current values thereof, in order to accrue said liabilities in the Authority's books and records and report and disclose same in its financial statements in accordance with Generally Accepted Accounting Proposals, according to the following timetable:

Data Cut-Off Date	December 31 st	
Data Availability Date	January 31 st	···
Report Delivery Date	April 15 th	***

In addition to using this report for general management purposes, the Authority specifically intends to use these reports, and the values therein, to prepare its annual financial statements and financial statement disclosures as of and for the years ending 31st March 2016, 2017, 2018, 2019 and 2020. These financial statements will be audited by a public accounting firm.

Please see the appendix to this document for data specific to the Authority.

Response Requirements

Responses should be printed on "8 ½ x 11" paper, single-sided.

The Philadelphia Parking Authority anticipates the following schedule for review of the responses:

Activity	Date	
Opportunity posted	December 9, 2015	
Last opportunity for questions	December 23, 2015	
Response submission deadline	January 5, 2016	*****
Estimated award date	January 18, 2016	

One original, six (6) copies and an electronic PDF file of the response are to be delivered by no later than 2:00 PM on January 5, 2016 to the address below. All packages shall be marked, "RFP No. 15-24 Professional Actuarial Services" and include the name of your firm.

The Philadelphia Parking Authority
701 Market Street Suite 5400
Philadelphia, PA 19106
Attn: Mary Wheeler, Manager of Contract Administration

Questions Regarding this RFP

All vendors participating in this Request for Proposal process must register with the Authority by sending contact information (contact name, firm name, address, telephone number, email) to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org. Only registered vendors will receive addenda and be able to participate in this solicitation.

Questions regarding this RFP are to be submitted by email only to Mary Wheeler (mwheeler@philapark.org) by no later than 2:00 PM on December 23, 2015. All questions received before such time will be answered via Addendum. The subject title of such emails should read, RFP No. 15-24 PROFESSIONAL ACTUARIAL SERVICES. Questions emailed by respondents, and any additional information that the Authority provides in response to such questions, will be posted on the Authority's website, and will be forwarded via email directly to those respondents who had previously registered with the Authority.

ATTENTION: No questions are to be directed to the Mayor's Office, the Philadelphia City Director of Finance, or any other City official or employee, or any other official or employee of the Philadelphia Parking Authority.

Selection Criteria and Process

The Authority anticipates selecting one firm to serve as its actuary for the stated purposes based on the information provided in the response contents as explained below.

Response Contents

Responses are to follow the following format:

TAB A. Cover Letter

Please include a cover letter of no more than one page indicating the name, title, location, telephone number, and email address of the party responsible for negotiating on behalf of your firm. If the day-to-day contact person for your firm is different than the person negotiating on behalf of your firm, please include the day to day contact person's name, title, location, telephone number and email address.

PROFESSIONAL ACTUARIAL SERVICES

TAB B. Qualifications of the Firm

Provide a brief overview of the firm, and why your firm is well suited to provide actuary services. Please include names, office addresses, and phone numbers of three governmental references.

Please submit evidence of the firm's membership in the American Academy of Enrolled Actuaries.

Each respondent shall also provide a list of the firm's relevant experience since 1st September 2006 with performing actuarial studies of the nature described. On this list, highlight or otherwise indicate any reports prepared for the Authority, the City of Philadelphia, and any subdivision or public agency of the City of Philadelphia.

Note: Do not include additional appendices; the only information that is to be included in the appendices is described above.

TAB C. Experience with the City and City-related agencies

Discuss your firm's relevant experience over the past ten years with the Authority or the City of Philadelphia, or any subdivision or public agency of the City of Philadelphia.

TAB D. Assigned Professionals

Provide the name, work address, and relevant qualifications and experience for individual(s) whom your firm anticipates will be assigned to work on this report(s). Describe the roles and responsibilities for each individual, and identify the individual charged with the day-to-day responsibility for the engagement. All individuals so assigned shall be enrolled actuaries – please include copies of their enrollment cards or certificates.

TAB E. Legal and Firm Issues

Does your firm have an equal employment opportunity policy and program? If so, will your firm provide information to the Authority regarding its policy and program upon request?

Please disclose and explain any significant negative events in your firm's recent history including criminal charges, civil litigation, or administrative actions involving allegations of securities law violations by your firm or its employees during the past five years.

Are there any other lines of business conducted by your firm that could complement or conflict with your role as actuary? Please disclose any arrangements that might present an actual or apparent conflict of interest with the role of actuary.

TAB F. Fee Structure

Please provide and explain your fee structure, and state your fee proposal for this engagement, for each of the five (5) years.

TAB G. Additional Information

Provide any additional information that you deem appropriate.

TAB H. Certificate of Insurance

Each respondent shall submit in *Tab H* of their proposal a sample certificate of insurance from another recent project that meets the Authority's insurance requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in the Sample Contract provided for this RFP.

Philadelphia Parking Authority Policies and Reservation of Rights

- Joint responses will not be accepted.
- The Authority will not be responsible for any costs incurred by respondents in responding to this RFP.
- Oral communications from the Authority personnel or other persons shall not be binding and shall in no way materially modify the provisions of the RFP.

The Authority encourages submissions by minority, women, and disabled owned firms ("MWDBP"). The Authority requires that any firm selected to participate as actuary for Authority financing agree not to discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sexual orientation. In the event of such discrimination, the Authority reserves the right to terminate the firm's appointment to the issue.

APPENDIX

The following information is being provided to assist in the preparation of responses to this RFP. As of 31st March 2015, the Authority had:

General Information: Independence Blue Cross (IBC) is the Third Party Administrator. IBC will receive an administrative fee of \$50 per member per month for plan year 4/1/2015 through 3/31/2016. IBC will receive an administrative fee of \$55 per member per month for plan year 4/1/2016 through 3/31/2017. IBC will receive an administrative fee of \$65 per member per month for plan year 4/1/2017 through 3/31/2018. Scrip World, a division of Meritain, is the pharmacy benefit manager utilizing the CVS/Caremark network.

Overview of Stop Loss Program: Highmark Insurance is the stop loss insurer for the Philadelphia Parking Authority. The agency has specific stop loss insurance with an attachment point of \$200,000 for health care claims only. The agency does not have aggregate stop loss insurance. Prescription drug claims are not part of the \$200,000 self-insured retention.

Overview on any changes in the past few years: The Philadelphia Parking Authority changed from a fully insured to a self-funded plan effective 4/1/2015 for the plan year 4/1/2015 to 3/31/2016. The agency changed pharmacy benefit managers effective 5/1/2015 from Future Scripts a division of Catamaran to Scrip World a division of Meritain. Last plan changes effective 4/1/2015. Copayment for primary care visit increased from \$10 to \$15. Copayment from specialist visit increased from \$15 to \$30. Copayment for emergency room visit increased from \$50 (not waived) to \$150 (waived if admitted to hospital). Preferred brand name prescriptions increased for \$10 to \$25. Non-Preferred brand name prescriptions increased from \$25 to \$40. Future Scripts, a division of Catamaran, replaced Express Scripts as the Pharmacy Benefit Manager.

Keystone Health Plan East



Phila Parking Authority

Keystone Health Plan East is a Health Maintenance Organization (HMO). This is a managed care program. Coverage is available when your care is provided or referred by a Keystone primary care physician (PCP). Your Keystone PCP may also refer you to other Keystone providers for care, if needed.

To get the most out of your benefits program, below are some key terms that you will need to understand.

- Referral Documentation from your PCP authorizing care at a participating specialist for covered services.
- Preapproval/Precertification Approval from Independence Blue Cross (IBC) for non-emergency or elective
 hospital admissions and procedures prior to the admission or procedure. Your participating provider will contact
 IBC for authorization. For more information on the services requiring precertification, please refer to the back
 page of this summary.
- Designated site PCPs are required to choose one radiology, physical therapy, occupational therapy, and laboratory provider where they will send all their Keystone members. You can view the sites selected by your PCP at www.ibx.com.

Your Member Handbook will provide additional details about your benefits program. It will include information about exclusions and benefit limitations. It is important to note that this program may not cover all your health care services. Services may not be covered because they are not included under your benefits contract, not medically necessary, or limited by a benefit maximum (e.g., visit limit). After reviewing this information, please contact our Customer Service department if you have additional questions.

Benefit	Coverage	
Benefit Period	Calendar year*	
Doctor's Office Visits		
Primary Care Services	\$15 Copayment	
Specialist Services	\$30 Copayment	
Preventive Care for Adults and Children	100%	
Pediatric Immunizations	100% (office visit copayment does not apply)	
Routine Eye Exam	\$30 Copayment (once every two calendar years)	
Routine Gynecological Exam/PAP 1 per calendar year for women of any age (No referral required)	100%	
Mammogram (No referral required)	100%	
Nutrition Counseling For Weight Management 6 visits per calendar year	100%	

^{*} A calendar year benefit period begins on January 1 and ends on December 31. The deductible and out-of-pocket maximum amount resets to \$0 at the start of the calendar year on January 1.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.



Benefits are administered by Keystone Health Plan East, a subsidiary of Independence Blue Crossindependent licensees of the Blue Cross and Blue Shield Association.

Benefit	Coverage
Outpatient Laboratory/Pathology	100%
Maternity	
First OB Visit	\$15 Copayment
Hospital	100%
Inpatient Hospital Services	
Facility	100%
Physician/Surgeon	100%
Inpatient Hospital Days	Unlimited
Outpatient Surgery	
Facility	100%
Physician/Surgeon	100%
Emergency Room	\$150 Copayment (waived if admitted)
Urgent Care Center	\$50 Copayment
Ambulance	
Emergency	100%
Non-Emergency	100%
Outpatient X-Ray/Radiology ⁺	
Routine Radiology/Diagnostic	\$30 Copayment
MRI/MRA, CT/CTA Scan, PET Scan	\$30 Copayment
Therapy Services	
Physical and Occupational 30 total visits combined per calendar year	\$30 Copayment
Cardiac Rehabilitation 36 visits per calendar year	\$30 Copayment
Pulmonary Rehabilitation 36 visits per calendar year	\$30 Copayment
Speech 20 visits per calendar year	\$30 Copayment
Orthoptic/Pleoptic 8 sessions lifetime maximum	\$30 Copayment
Spinal Manipulations 20 visits per calendar year	\$30 Copayment
Allergy Injections (Copayment waived if no office visit is charged)	100%
Injectable Medications	
Standard Injectables	100%"
Biotech/Specialty Injectables	100%
Chemo/Radiation/Dialysis	100%
Outpatient Private Duty Nursing 360 hours per calendar year	100%
Skilled Nursing Facility 120 days per calendar year	100%
Hospice and Home Health Care	100%

^{**} Office visits subject to copayment.

⁺ Copayment not applicable when service is performed in Emergency Room or office setting. The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

Benefit	Coverage
Durable Medical Equipment and Prosthetics	100%
Mental Health Care	
Outpatient	\$30 Copayment
Inpatient	100%
Serious Mental Illness Care	
Outpatient	\$30 Copayment
Inpatient	100%
Substance Abuse Treatment	
Outpatient/Partial Facility Visits	\$30 Copayment
Rehabilitation	100%
Detoxification	100%
Annual Copayment Maximum (includes copayments only)	
Individual	\$1,000
Family	\$2,000

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

What Is Not Covered?

- Services not medically necessary
- Service or supplies which are experimental or investigative except, when approved by Keystone Health Plan East, Routine Costs associated with Qualifying Clinical Trials
- Hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- Assisted fertilization techniques such as in-vitro fertilization, GIFT and ZIFT
- Reversal of voluntary sterilization
- Expenses related to organ donation for non-member recipients
- Dental care, including dental implants, and non-surgical treatment of temporomandibular joint syndrome (TMJ)
- · Music therapy, equestrian therapy and hippotherapy
- Treatment of sexual dysfunction not related to organic disease except for sexual dysfunction resulting from an injury
- Routine foot care, unless medically necessary or associated with the treatment of diabetes

- Foot orthotics, except for orthotics and podiatric appliances required for the prevention of complications associated with diabetes
- Cranial prostheses including wigs intended to replace hair
- Routine physical exams for non-preventive purposes such as insurance or employment applications, college, or premarital examinations
- Immunizations for travel or employment
- Services or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- Cosmetic services/supplies
- Outpatient services that are not performed by your Primary Care Physician's Designated Provider
- Alternative Therapies/complementary medicine
- Self-injectable drugs

This summary represents only a partial listing of benefits and exclusions of the Keystone Health Plan East program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. This managed care plan may not cover all of your health care expenses. Read your contract/member handbook carefully to determine which health care services are covered. If you need more information, please call 215-241-2240 (if calling within Philadelphia) or 1-800-227-3115 (outside Philadelphia).

Services That Require Precertification

INPATIENT SERVICES

Surgical and Nonsurgical Inpatient Admissions

Acute Rehabilitation

Skilled Nursing Facility

Inpatient Hospice

OUTPATIENT FACILITY/OFFICE SERVICES

(other than inpatient)

MRI/MRA

CT/CTA Scan

PET Scan

Nuclear Cardiac Studies

Hyperbaric Oxygen

Hysterectomy

Cataract Surgery

Cochlear implant surgery

Nasal Surgery for Submucous Resection and Septoplasty

Transplants (except cornea)

Pain management procedures (including epidural injections, transforaminal epidural injections, paravertebral facet joint injections)

Obesity Surgery

Day Rehabilitation Programs

Dental Services as a Result of Accidental Injury

Uvulopalatopharyngoplasty (including laser-assisted)

ALL HOME CARE SERVICES

ncluding infusion therapy in the home)

INFUSION THERAPY DRUGS in an OUTPATIENT FACILITY or in a PROFESSIONAL PROFESSIONAL PROVIDER'S OFFICE

(See list included in your Open Enrollment packet)

MATERNITY ADMISSION AND BIRTHING CENTER (prenotification requested only)

ELECTIVE (non-emergency) AMBULANCE TRANSPORT

OUTPATIENT PRIVATE DUTY NURSING

PROSTHETICS AND ORTHOTICS

Purchase items over \$500, including repairs and replacements (except ostomy supplies)

DURABLE MEDICAL EQUIPMENT

Purchase items over \$500 including, repairs and replacements, and ALL rentals (except oxygen, diabetic supplies and unit dose medication for nebulizer)

RECONSTRUCTIVE PROCEDURES & POTENTIALLY COSMETIC PROCEDURES

Blepharoplasty/ptsosis repair

Breast: reconstruction, reduction, augmentation, mammoplasty, mastopexy, insertion and removal of breast implants

Canthopexy/canthoplasty

Cervicoplasty

Chemical Peels

Dermabrasion

Excision of excessive skin and/or subcutaneous tissue

Genetically and bio-engineered skin substitutes for wound care

Hair transplant

Injectable dermal fillers

Keloid Removal

Labiaplasty

Lipectomy, Liposuction, or any other excess fat removal procedure

Orthognathic surgery procedures, including but not limited to, bone graft, genioplasty, osteoplasty, mentoplasty, osteotomies

Otoplasty

Rhinoplasty

Rhytidectomy

Scar Revision

Skin closures, including skin grafts, skin flaps, tissue grafts

Sex reassignment surgery

Surgical treatment of gynecomastia

Surgery for varicose veins, including perforators and sclerotherapy

MENTAL HEALTH/SERIOUS MENTAL ILLNESS/SUBSTANCE ABUSE

Mental health and serious mental illness treatment (Inpatient/partial hospitalization programs/intensive outpatient programs)

Substance Abuse Treatment (Inpatient/Outpatient/Partial Hospitalization)

BIOTECHNOLOGY/SPECIALTY INJECTABLE DRUGS

(See list included in your open enrollment packet)

SERVICES BY A NON-PARTICIPATING PHYSICIAN/PROVIDER FOR NON-EMERGENCY SERVICES

Preapproval is not a determination of eligibility or a guarantee of payment. Coverage and payment are contingent upon, among other things, the patient being eligible, i.e., actively enrolled in the health benefits plan when the preapproval is issued and when approved services occur. Coverage and payment are also subject to limitations, exclusions, and other specific terms of the health benefits plan that apply to the coverage request. Preapproval list subject to change annually.

In addition to the preapproval requirements listed above, you should contact Independence Blue Cross and provide prenotification for certain categories of treatment so you will know prior to receiving treatment whether it is a covered service. The categories of treatment (in any setting) include:

Any surgical procedure that may be considered potentially cosmetic; and

· Any procedure, treatment, drug, or device that represents new or emerging technology and

Services that might be considered experimental/investigative.

Your PCP should be able to assist you in determining whether a proposed treatment falls into one of these three categories and should generally provide this prenotification for you.

PENALTIES:

It is the network provider's responsibility to obtain preapproval for the services listed. Members are held harmless from financial penalties if the network provider does not obtain preapproval.

Glossary of Health Coverage and Medical Terms

- This glossary has many commonly used terms, but isn't a full list. These glossary terms and definitions are intended
 to be educational and may be different from the terms and definitions in your plan. Some of these terms also
 might not have exactly the same meaning when used in your policy or plan, and in any such case, the policy or plan
 governs. (See your Summary of Benefits and Coverage for information on how to get a copy of your policy or plan
 document.)
- Bold blue text indicates a term defined in this Glossary.
- See page 4 for an example showing how deductibles, co-insurance and out-of-pocket limits work together in a real life situation.

Allowed Amount

Maximum amount on which payment is based for covered health care services. This may be called "eligible expense," "payment allowance" or "negotiated rate." If your provider charges more than the allowed amount, you may have to pay the difference. (See Balance Billing.)

Appeal

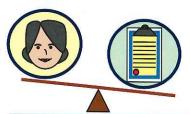
A request for your health insurer or **plan** to review a decision or a **grievance** again.

Balance Billing

When a **provider** bills you for the difference between the provider's charge and the **allowed amount**. For example, if the provider's charge is \$100 and the allowed amount is \$70, the provider may bill you for the remaining \$30. A **preferred provider** may **not** balance bill you for covered services.

Co-insurance

Your share of the costs of a covered health care service, calculated as a percent (for example, 20%) of the **allowed** amount for the service. You pay co-insurance plus any deductibles you owe. For example,



Jane pays 20%

Her plan pays **80%**

(See page 4 for a detailed example.)

if the **health insurance** or **plan's** allowed amount for an office visit is \$100 and you've met your deductible, your co-insurance payment of 20% would be \$20. The health insurance or plan pays the rest of the allowed amount.

Complications of Pregnancy

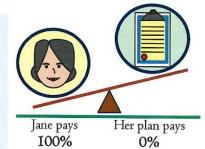
Conditions due to pregnancy, labor and delivery that require medical care to prevent serious harm to the health of the mother or the fetus. Morning sickness and a non-emergency caesarean section aren't complications of pregnancy.

Co-payment

A fixed amount (for example, \$15) you pay for a covered health care service, usually when you receive the service. The amount can vary by the type of covered health care service.

Deductible

The amount you owe for health care services your health insurance or plan covers before your health insurance or plan begins to pay. For example, if your deductible is \$1000, your plan won't pay anything until you've met



(See page 4 for a detailed example.)

your \$1000 deductible for covered health care services subject to the deductible. The deductible may not apply to all services.

Durable Medical Equipment (DME)

Equipment and supplies ordered by a health care **provider** for everyday or extended use. Coverage for DME may include: oxygen equipment, wheelchairs, crutches or blood testing strips for diabetics.

Emergency Medical Condition

An illness, injury, symptom or condition so serious that a reasonable person would seek care right away to avoid severe harm.

Emergency Medical Transportation

Ambulance services for an emergency medical condition.

Emergency Room Care

Emergency services you get in an emergency room.

Emergency Services

Evaluation of an emergency medical condition and treatment to keep the condition from getting worse.

Excluded Services

Health care services that your **health insurance** or **plan** doesn't pay for or cover.

Grievance

A complaint that you communicate to your health insurer or plan.

Habilitation Services

Health care services that help a person keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

Health Insurance

A contract that requires your health insurer to pay some or all of your health care costs in exchange for a **premium.**

Home Health Care

Health care services a person receives at home.

Hospice Services

Services to provide comfort and support for persons in the last stages of a terminal illness and their families.

Hospitalization

Care in a hospital that requires admission as an inpatient and usually requires an overnight stay. An overnight stay for observation could be outpatient care.

Hospital Outpatient Care

Care in a hospital that usually doesn't require an overnight stay.

In-network Co-insurance

The percent (for example, 20%) you pay of the **allowed** amount for covered health care services to **providers** who contract with your **health insurance** or **plan**. In-network co-insurance usually costs you less than **out-of-network** co-insurance.

In-network Co-payment

A fixed amount (for example, \$15) you pay for covered health care services to **providers** who contract with your **health insurance** or **plan**. In-network co-payments usually are less than **out-of-network co-payments**.

Medically Necessary

Health care services or supplies needed to prevent, diagnose or treat an illness, injury, condition, disease or its symptoms and that meet accepted standards of medicine.

Network

The facilities, **providers** and suppliers your health insurer or **plan** has contracted with to provide health care services.

Non-Preferred Provider

A **provider** who doesn't have a contract with your health insurer or **plan** to provide services to you. You'll pay more to see a non-preferred provider. Check your policy to see if you can go to all providers who have contracted with your **health insurance** or plan, or if your health insurance or plan has a "tiered" **network** and you must pay extra to see some providers.

Out-of-network Co-insurance

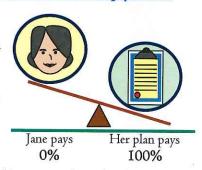
The percent (for example, 40%) you pay of the **allowed** amount for covered health care services to providers who do **not** contract with your health insurance or plan. Out-of-network co-insurance usually costs you more than innetwork co-insurance.

Out-of-network Co-payment

A fixed amount (for example, \$30) you pay for covered health care services from providers who do **not** contract with your **health insurance** or **plan**. Out-of-network copayments usually are more than **in-network co-payments**.

Out-of-Pocket Limit

The most you pay during a policy period (usually a year) before your health insurance or plan begins to pay 100% of the allowed amount. This limit never includes your premium, balance-billed charges or health care your health



(See page 4 for a detailed example.)

insurance or plan doesn't cover. Some health insurance or plans don't count all of your co-payments, deductibles, co-insurance payments, out-of-network payments or other expenses toward this limit.

Physician Services

Health care services a licensed medical physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine) provides or coordinates.

Plan

A benefit your employer, union or other group sponsor provides to you to pay for your health care services.

Preauthorization

A decision by your health insurer or plan that a health care service, treatment plan, prescription drug or durable medical equipment is medically necessary. Sometimes called prior authorization, prior approval or precertification. Your health insurance or plan may require preauthorization for certain services before you receive them, except in an emergency. Preauthorization isn't a promise your health insurance or plan will cover the cost.

Preferred Provider

A provider who has a contract with your health insurer or plan to provide services to you at a discount. Check your policy to see if you can see all preferred providers or if your health insurance or plan has a "tiered" network and you must pay extra to see some providers. Your health insurance or plan may have preferred providers who are also "participating" providers. Participating providers also contract with your health insurer or plan, but the discount may not be as great, and you may have to pay more.

Premium

The amount that must be paid for your health insurance or plan. You and/or your employer usually pay it monthly, quarterly or yearly.

Prescription Drug Coverage

Health insurance or plan that helps pay for prescription drugs and medications.

Prescription Drugs

Drugs and medications that by law require a prescription.

Primary Care Physician

A physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine) who directly provides or coordinates a range of health care services for a patient.

Primary Care Provider

A physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine), nurse practitioner, clinical nurse specialist or physician assistant, as allowed under state law, who provides, coordinates or helps a patient access a range of health care services.

Provider

A physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine), health care professional or health care facility licensed, certified or accredited as required by state law.

Reconstructive Surgery

Surgery and follow-up treatment needed to correct or improve a part of the body because of birth defects, accidents, injuries or medical conditions.

Rehabilitation Services

Health care services that help a person keep, get back or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled. These services may include physical and occupational therapy, speech-language pathology and psychiatric rehabilitation services in a variety of inpatient and/or outpatient settings.

Skilled Nursing Care

Services from licensed nurses in your own home or in a nursing home. Skilled care services are from technicians and therapists in your own home or in a nursing home.

Specialist

A physician specialist focuses on a specific area of medicine or a group of patients to diagnose, manage, prevent or treat certain types of symptoms and conditions. A non-physician specialist is a **provider** who has more training in a specific area of health care.

UCR (Usual, Customary and Reasonable)

The amount paid for a medical service in a geographic area based on what **providers** in the area usually charge for the same or similar medical service. The UCR amount sometimes is used to determine the **allowed** amount.

Urgent Care

Care for an illness, injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require **emergency room care**.

How You and Your Insurer Share Costs - Example

Jane's Plan Deductible: \$1,500

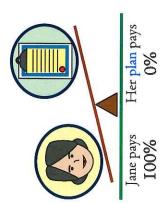
Co-insurance: 20%

Out-of-Pocket Limit: \$5,000

December 31st

End of Coverage Period

Beginning of Coverage January 1st



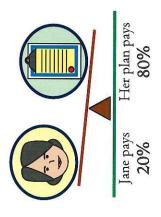


Her plan doesn't pay any of the costs. Jane hasn't reached her

\$1,500 deductible yet

Office visit costs: \$125

Her plan pays: \$0 Jane pays: \$125



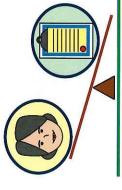
more

costs more

> deductible, co-insurance begins paid \$1,500 in total. Her plan pays some Jane has seen a doctor several times and Jane reaches her \$1,500 of the costs for her next visit.

P

Her plan pays: 80% of \$75 = \$60Jane pays: 20% of \$75 = \$15 Office visit costs: \$75



Her plan pays Jane pays

%00I

Jane reaches her \$5,000 out-of-pocket limit

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Jane has seen the doctor often and paid \$5,000 in total. Her plan pays the full cost of her covered health care services for the rest of the year.

Office visit costs: \$200 Her plan pays: \$200 Jane pays: \$0

Glossary of Health Coverage and Medical Terms

Selection Criteria



Selected Customer(s): **User-Defined File Name:** 0000357484-Philadelphia Parking Authority Demographic Analysis

Current Period Incurred Date Range: Selected Product(s): HMO/POS/PPO

Prior Period Incurred Date Range: **Current Period Paid Date Range:** October 2014 - September 2015

Prior Period Paid Date Range: October 2013 - September 2014

Selected Group(s):

Selected Account(s):

Request ID:

All

364349

Selected State(s):

Selected Payroll Location(s):

All

Selected Relationship(s) to Insured: Al

Selected Gender(s):

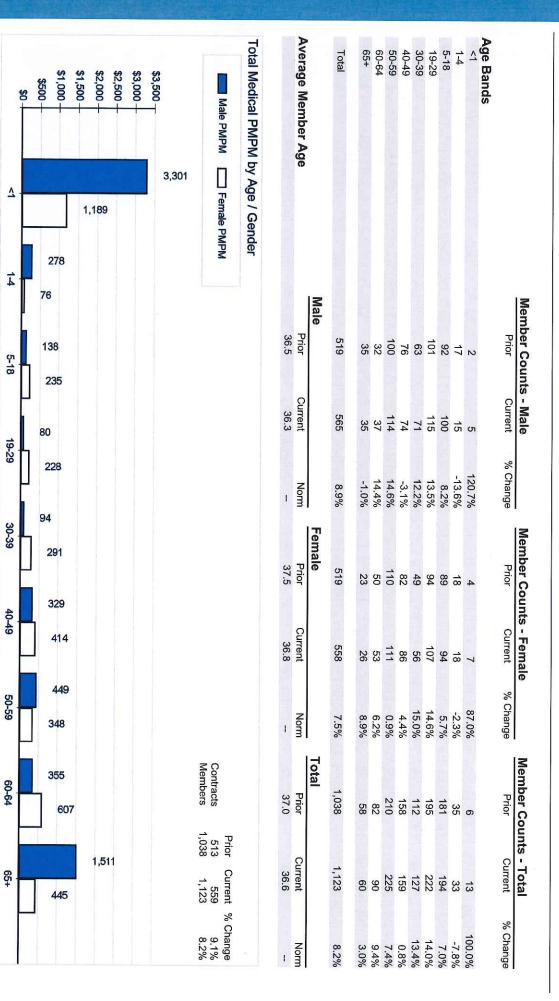
Selected Age Band(s):

Date Report Run: Wednesday, November 18, 2015

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Demographic Analysis





Numbers and percentages may vary slightly due to averaging and rounding.

This information is proprietary and confidential. Results are not guaranteed to match billing and/or rating statements.

Prior Period: Paid October 2013 - September 2014 Current Period: Paid October 2014 - September 2015

Independence → Phila Parking Authority

Coverage Period: Beginning on or after 04/01/2013

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: HUSBAND/WIFE | PlanType: HMO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.ibx.com or by calling 1-800-ASK-BLUE.

And the second s		
Important Questions	Answers	Why this Matters:
What is the overall deductible?	\$0	See the chart starting on page 2 for your other costs for services this plan covers.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket</u> limit on my expenses?	\$1,000 person / \$2,000 family	The <u>out-of-pocket limit</u> is the most you could pay during a policy period for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Coinsurance, deductibles, premiums, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network</u> of <u>providers</u> ?	Yes. See www.ibx.com/find_a_provider or call 1-800-ASK-BLUE for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a specialist?	Yes. Electronic referral required.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have the plan's permission before you see the specialist
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed in the Excluded Services & Other Covered Services section. See your policy or plan document for additional information about excluded services .

Questions: Call 1-800-ASK-BLUE or visit us at www.ibx.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ibx.com or call 1-800-ASK-BLUE to request a copy.



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the haven't met your deductible. plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.) allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the
- This plan may encourage you to use participating providers by charging you lower deductibles, copayments and coinsurance amounts.

If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.ibx.com/preapproval		If you have a test		care <u>provider's</u> office or clinic	If you visit a health		Event	Compos Modical
Generic drugs	Imaging (CT/PET scans, MRIs)	Diagnostic test (x-ray, blood work)	Preventive care / screening / immunization	Other practitioner office visit	Specialist visit	Primary care visit to treat an injury or illness	Services You May Need	
\$5 Copayment (Retail)/ \$5 Copayment (1-30 days Copayment (Order); supply)(Mail Order); \$5 Copayment (31-90 days supply)(Mail Order)	\$30 Copayment	\$30 Copayment(X-Ray)/ No Charge(Blood Work)	No Charge	\$30 Copayment	\$30 Copayment	\$15 Copayment	a Referred Provider	Your Cost
70%	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	an Out Of Network Provider	Your Cost If You Use
Prior authorization required on some drugs; age, gender and quantity limits for some drugs; days supply limits on retail & mail order.	Precertification required. Imaging copay not applicable if performed in ER or office setting.	PCP referral required for x-rays. Requisition form required for lab work.	Age and frequency schedules may apply.	Spinal manipulations limited to 20 visits per benefit period. PCP referral required.	PCP referral required.	none	Limitations & Exceptions	

		Your Cost	Your Cost If You Use	
Event	Services You May Need	a Referred Provider	an Out Of Network Provider	Limitations & Exceptions
	Preferred brand drugs	\$25 Copayment (Retail)/ \$25 Copayment (1-30 days copayment Order); \$25 Copayment (31- 90 days supply)(Mail Order)	70%	Prior authorization required on some drugs; age, gender and quantity limits for some drugs; days supply limits on retail & mail order.
	Non-preferred brand drugs	\$40 Copayment (Retail)/\$40 Copayment (1-30 days copayment (1-31 order); \$40 Copayment (31- 90 days supply)(Mail Order)	70%	Prior authorization required on some drugs; age, gender and quantity limits for some drugs; days supply limits on retail & mail order.
	Specialty drugs	No Charge	Not Covered	Prior-authorization required. A complete list of drugs requiring prior-authorization is available at www.ibx.com/preapproval
If you have	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	Some outpatient surgeries require precertification. A complete list of surgeries requiring precertification is available at www.ibx.com/preapproval
outpatient surgery	Physician/surgeon fees	No Charge	Not Covered	Some outpatient surgeries require precertification. A complete list of surgeries requiring precertification is available at www.ibx.com/preapproval
	Emergency room services	\$150 Copayment	\$150 Copayment	Your costs for Emergency Room services are waived if you are admitted to the hospital.
If you need	Emergency medical transportation	No Charge	No Charge	none
attention	Urgent care	\$50 Copayment	Not Covered	Your costs for urgent care are based on care received at a designated urgent care center or facility, not your physician's office. Costs may vary depending on where you receive care.
	Facility fee (e.g., hospital room)	No Charge	Not Covered	Precertification required.
nospitai stay	Physician/surgeon fee	No Charge	Not Covered	Precertification required.
If you have mental health, behavioral health, or substance	Mental/Behavioral health outpatient services	\$30 Copayment	Not Covered	none

		Your Cost	Your Cost If You Use	
Event	Services You May Need	a Referred Provider	an Out Of Network Provider	ork Limitations & Exceptions
	Mental/Behavioral health inpatient services	No Charge	Not Covered	Precertification required.
abuse needs	Substance abuse disorder outpatient services	\$30 Copayment	Not Covered	Precertification required.
	Substance abuse disorder inpatient services	No Charge	Not Covered	Precertification required.
	Prenatal and postnatal care	\$15 Copayment	Not Covered	Your cost is for first OB visit only.
If you are pregnant	Delivery and all inpatient services	No Charge	Not Covered	Pre-notification requested
	Home health care	No Charge	Not Covered	Precertification required.
	Rehabilitation services	\$30 Copayment	Not Covered	Speech Therapy: 20 visits per benefit period; Physical/Occupational Therapies: 30 visits combined per benefit period. PCP referral required.
If you need help recovering or have other special health	Habilitation services	\$30 Copayment	Not Covered	Speech Therapy: 20 visits per benefit period; Physical/Occupational Therapies: 30 visits combined per benefit period. PCP referral required.
needs	Skilled nursing care	No Charge	Not Covered	120 day limit per benefit period. Precertification required.
	Durable medical equipment	No Charge	Not Covered	Precertification required for purchases (including repairs and replacements) over \$500 and all rentals
	Hospice service	No Charge	Not Covered	none
	Eye exam	\$30 Copayment	Not Covered	Once every two calendar years.
dental or eye care	Glasses	Not Covered	Not Covered	none
dental of che care	Dental check-up	Not Covered	Not Covered	none

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Hearing aids
- Non-emergency care when traveling outside the U.S. (For details, see www.ibx.com)
- Cosmetic surgery
- Infertility treatment
- Routine foot care

- Dental care (Adult)
- Long-term care
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

Bariatric surgery

Routine eye care (Adult)

Chiropractic care

Private-duty nursing

Your Rights to Continue Coverage:

while covered under the plan. Other limitations on your rights to continue coverage may also apply. coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health

Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and For more information on your rights to continue coverage, contact the plan at 1-888-671-5276. You may also contact your state insurance department, the

Your Grievance and Appeals Rights:

866-444-3272. As an alternative, the Pennsylvania Department of Insurance can also provide assistance. Please contact them at 1-877-881-6388 under your plan, you may contact IBC at 1-800-ASK-BLUE. You may also contact the U.S. Dept. of Labor Employee Benefits Security Administration at 1-Your health plan is subject to Employee Retirement Income Security Act (ERISA) requirements. If you are dissatisfied with a denial of coverage for claims

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does

To see examples of how this plan might cover costs for a sample medical situation, see the next page.—

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby

(normal delivery)

- Amount owed to providers: \$7,540
- Plan Pays \$7,300
- Patient Pays \$240

Sample Care Costs:

\$7.540	Total
\$40	Vaccines, other preventive
\$200	Radiology
\$200	Prescriptions
\$500	Laboratory tests
\$900	Anesthesia
\$900	Hospital charges (baby)
\$2,100	Routine obstetric care
\$2,700	Hospital charges (mother)

Patient Pays

\$240	Total
\$150	Limits or exclusions
\$0	Coinsurance
\$90	Copays
\$0	Deductibles
	allellerays

Managing type 2 diabetes

routine maintenance of a well-controlled

- Amount owed to providers: \$5,400
- Plan Pays \$4,190
- Patient Pays \$1,210

Sample Care Costs:

\$1.210	Total
\$80	limits or exclusions
\$0	Coinsurance
\$1,130	Copays
\$0	Deductibles
	atient Pays
\$5,400	Total
\$100	Vaccines, other preventive
\$100	Laboratory tests
\$300	Education
\$700	Office Visits and Procedures
\$1,300	Medical Equipment and Supplies
\$2,900	Prescriptions

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include <u>premiums</u>.
- Sample care costs are based on national averages supplied by the U.S.
 Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from innetwork <u>providers</u>. If the patient had received care from out-of-network <u>providers</u>, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

X No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors

Does the Coverage Example predict my future expenses?

You can't use the examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <u>providers</u> charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-ASK-BLUE or visit us at www.ibx.com.

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Selection Criteria

User-Defined File Name:

Selected Customer(s):

Selected Product(s):

Current Period Incurred Date Range:

Current Period Paid Date Range:

Prior Period Incurred Date Range:

Prior Period Paid Date Range:

Selected Group(s):

Selected Account(s):

Request ID:

Selected State(s):

Selected Payroll Location(s):

Selected Gender(s):

Selected Relationship(s) to Insured:

Selected Age Band(s):

Claims and Enrollment

0000357484-Philadelphia Parking Authority

HMO/POS/PPO

April 2015 - October 2015

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363901

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Date Report Run:

Thursday, November 12, 2015

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\$47	•		201507	HMO/POS/PPO	443857
\$14,787	o	0	201506	HMO/POS/PPO	443857
\$148	0	0	201505	HMO/POS/PPO	443857
\$579	0	0	201504	HMO/POS/PPO	443857
\$269,085	508	226		10043014 - HMO/POS/PPO	Total for
\$22,572	70	82	201510	HMO/POS/PPO	10043014
-\$1,055	72	32	201509	HMO/POS/PPO	10043014
\$35,353	72	82	201508	HMO/POS/PPO	10043014
\$20,220	72	32	201507	HMO/POS/PPO	10043014
\$32,204	72	32	201506	HMO/POS/PPO	10043014
\$64,937	72	32	201505	HMO/POS/PPO	10043014
\$94,854	78	34	201504	HMO/POS/PPO	10043014
\$4,962,585	14,794	7,530		10043013 - HMO/POS/PPO	Total for
\$987,944	2,144	1,104	201510	HMO/POS/PPO	10043013
\$751,721	2162	1.112	201509	HMO/POS/PPO	10043013
\$538,040	2,172	1,114	201508	HMO/POS/PPO	10043013
\$721,601	2,088	1,068	201507	HMO/POS/PPO	10043013
\$726,073	2,066	1,048	201506	HMO/POS/PPO	10043013
\$614,698	2076	1,040	201505	HMO/POS/PPO	10043013
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\$22,814	52	20	201508	HMO/POS/PPO	10043012
\$15,764	51	20	201507	HMO/POS/PPO	10043012
\$46,375	102	ð	201506	HMO/POS/PPO	10043012
\$11,086	52	20	201505	HMO/POS/PPO	10043012
\$13,853	50	19	201504	HMO/POS/PPO	10043012
Claims Expenses	Members	Contracts	Month	Product	Group

Medical Claims Expenses includes Medical Claim Payments, Capitation, QIPs, and Integrated/HDHP Drug Claim Payments. It does not include Wellness, Disease Management, Administrative Fees/Retention, Commissions, or applicable Taxes.

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Philadelphia Parking Authority - HMO/POS/PPO Report Run: Thursday, November 12, 2015

ALL Total for ALL	ALL	ALL	ALL	ALC	ALL	Group ALL
ALL HMO/POS/PPO Total for ALL HMO/POS/PPO	HMO/POS/PPO	HMO/POS/PPO	HMO/POS/PPO	HMO/POS/PPO	HMO/POS/PPO	Product HIMO/POS/PPO
201510	201509	201508	201507	201506	201505	Month 201504
1,157 7,938	1,186	1166	1,120	1,120	1,092	Contracts 1,097
2,269 15,772	2,342	2,296	2,211	2,240	2,200	Members Clain 2214
\$1,071,133 \$5,464,377	\$796,490	\$597,019	\$757,633	\$819,438	\$690,869	ms Expenses \$731,795

Medical Claims Expenses includes Medical Claim Payments, Capitation, QIPs, and Integrated/HDHP Drug Claim Payments. It does not include Wellness, Disease Management, Administrative Fees/Retention, Commissions, or applicable Taxes.

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Medical Claims Expenses includes Medical Claim Payments, Capitation, QIPs, and Integrated/HDHP Drug Claim Payments. It does not include Wellness, Disease Management, Administrative Fees/Retention, Commissions, or applicable Taxes.

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Total for	532780	Total for	10043015	1004301	10043015	1004301	10043015	1004301	<u>Group</u> 10043015
r 532780 - COMMERCIAL FREE STANDING							15 COMMERCIAL FREE STANDING		
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0	0	4,201	609	614	810	588	598	587	Contracts 595
0	0	8,227	1,184	1,194	1,192	1,151	1,174	1,155	Members (
\$1,632	\$1,632	\$983,964	\$87,118	\$76,626	\$119,563	\$141,414	\$186,469	\$149,330	Claims Expenses \$223,444

Medical Claims Expenses includes Medical Claim Payments, Capitation, QIPs, and Integrated/HDHP Drug Claim Payments. It does not include Wellness, Disease Management, Administrative Fees/Retention, Commissions, or applicable Taxes.

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Philadelphia Parking Authority - HMO/POS/PPO Report Run: Thursday, November 12, 2015

Total for ALL CO	ALL	ALL	ALC	ALL	ALE	Æ	4	Group
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85,597	87,118	\$76,626	\$121_196	41,414	\$186,469	49,330	23,444	nses

Administrative Fees/Retention, Commissions, or applicable Taxes. Medical Claims Expenses includes Medical Claim Payments, Capitation, QIPs, and Integrated/HDHP Drug Claim Payments. It does not include Wellness, Disease Management,

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Paid April 2015 - October 2015

Philadelphia Parking Authority - HMO/POS/PPO Report Run: Thursday, November 12, 2015

Total for A	ALL	2	ALL	2	ALL	ALL	ALL	Group
Total for ALL Pharmacy	ALL	ALL	ALL	ALL	ALL	AL	ALL	Product
	201510	201509	201508	201507	201506	201505	201504	Month
4,201		614		1000 1000 1000 1000 1000 1000 1000 100				Contracts
8,227	1,184	1,194	1,192	7,151	1,174	1,155	1,177	Members
\$985,597	\$87,118	\$76,626	\$121,196		\$186,469	\$149,330	\$223,444	Claims Expenses

Medical Claims Expenses includes Medical Claim Payments, Capitation, QIPs, and Integrated/HDHP Drug Claim Payments. It does not include Wellness, Disease Management, Administrative Fees/Retention, Commissions, or applicable Taxes.

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Philadelphia Parking Authority - HMO/POS/PPO Report Run: Thursday, November 12, 2015

Exhibit A

AGREEMENT FOR PROFESSIONAL ACTUARIAL SERVICES BY AND BETWEEN THE PHILADELPHIA PARKING AUTHORITY AND

PPA Contract No. K-16-00
THIS AGREEMENT effective as of theday of, 2016 by and between The Philadelphia Parking Authority, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "Authority") and a, with its principal place of business at ("Company").
WITNESSETH:
WHEREAS, the Authority is a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;
WHEREAS, the Authority, in the public interest, desires to obtain high quality actuarial services to evaluate present and potential liabilities and obligations for self-funded health healthcare, subject to the terms and conditions set forth herein;
WHEREAS, the Authority initiated a request for proposal process under Request for Proposals Professional Actuarial Services RFP No. 15-24 (hereinafter the "RFP") for actuarial services in order foster competition and obtain best value;
WHEREAS, Company submitted a conforming Proposal to the RFP (the "Proposal") on and is in the business of providing high quality actuarial services of the type desired by the Authority;
WHEREAS, upon review of the responses to the RFP, the Authority's Board voted at a public meeting to award this contract to Company.
WHEREAS, Company hereby agrees to furnish the Authority with professional actuarial services as hereinafter described.
NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

1. <u>SCOPE OF SERVICES</u>.

The Authority hereby engages and Company hereby agrees to perform the following actuarial services ("Services") in consideration of the fee paid pursuant to Section 3 of this Agreement:

- A. The Company shall provide an annual report to the Authority in accordance with the specifications set forth in the RFP.
- B. Comply fully with all requirements and terms of the RFP, a true and correct copy of which is attached hereto and incorporated herein throughout as Exhibit "A" and Company's Proposal responding to the RFP, a true and correct copy of which is attached hereto and incorporated throughout as Exhibit "B"; provided however, that to the extent that any provisions of either Exhibits "A" or "B" are inconsistent or conflict with the provisions of this Agreement, then the terms contained in this Agreement shall control and govern the agreement of the parties.
- C. To perform high quality actuarial services in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws; and
- D. It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Company may bring to the Authority's attention during the term of this Agreement.
- E. To provide all services to the Authority as directed by its Executive Director or his designee.

2. TERM.

This Agreement shall be for a term of five (5) years.

3. <u>CONSIDERATION AND PAYMENT.</u>

A. Company agrees to accept as its sole fee for Services provided pursuant to this Agreement an annual service fee as detailed in its Proposal and outlined below:

4. NO SOLICITATION/CONFLICTS OF INTEREST.

- A. Company does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Company, including the Public Official and Employees Ethics Act, 65 Pa.C.S. §1101 et seq.
- B. To the best of Company's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Company. If such transaction comes to the

knowledge of the Company at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Company hereby acknowledges receipt and acceptance of the Authority's Conflict of Interest Policy.

5. INSURANCE & OTHER REQUIREMENTS.

- A. Company shall provide and maintain, at its own cost, Professional Liability Insurance Coverage for errors and omissions and negligent acts in a combined amount of not less than Ten Million and no/100 (\$10,000,000) Dollars per claim and aggregate. Such insurance shall extend to Company and to its legal representatives in the event of death, dissolution or bankruptcy, and shall cover the errors, omissions or negligent acts of Company's agents and employees. Such insurance shall extend to any covered act, error or omission in the performance of services under this Agreement committed by Company or alleged to have been committed by Company or any person for whom Company is responsible. Company shall also carry insurance in compliance with the applicable laws of the Commonwealth of Pennsylvania or such other workers' compensation requirements as may pertain.
- B. Company shall also carry and maintain a Comprehensive General Liability Insurance Policy for bodily injury and property damage in the combined single limit of Five Million and no/100 (\$5,000,000) Dollars, and Automobile Liability Insurance coverage for bodily injury and property damage in the combined single limit of Two Million and no/100 (\$2,000,000) Dollars. The Commercial General Liability Insurance is to include Contractual Liability Insurance covering the Company's indemnification as set forth below. Company shall also maintain Valuable Papers and Records Coverage in the event of loss or destruction of the Authority's Valuable Papers and Records which are in the custody of the Company.

6. INABILITY OF COMPANY TO PERFORM.

The inability of Company to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

7. TERMINATION FOR CONVENIENCE OF AUTHORITY.

The Authority and Company agree that this Agreement may be terminated by the Authority with or without cause upon thirty days notice in writing by the Authority to Company. If the Agreement is terminated by the Authority, as provided herein, Company will be entitled to any compensation for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination, and Company shall refund any part of the annual service fee that would have been earned after the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Company shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to the Company hereunder are the Company's sole remedy and right with respect to termination under this paragraph.

8. GENERAL TERMS AND CONDITIONS.

A. Confidential Matters.

Company agrees that it will treat as confidential any information or document from the files of the Authority which may come into their possession in pursuit of its duties under this Agreement.

B. Maintenance of Records.

Company understands that certain records related to this Agreement may be public records pursuant to Pennsylvania's Right-to-Know Law and Company must duly comply with demands made through the Authority for such records. 65 P.S. §67.101.et seq. Regardless of the impact of the Right-to-Know Law, Company shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Thereafter, Company shall contact the Authority before disposing any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

C. Assignment.

This Agreement may not be transferred or assigned by Company without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority. Any assignment made without the consent of the Authority shall be void.

D. Non-Discrimination.

Company agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

E. Notices.

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

I ne Authority:	The Company:
The Philadelphia Parking Authority	
701 Market Street, Suite 5400	
Philadelphia, PA 19106	
Attn: Dennis G. Weldon, Jr.	Attn:
General Counsel	Title

All notices shall be deemed given on the day after the notice was given to the courier or postal service.

F. Captions.

The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

G. General Indemnity.

Company, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia and The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties") from and against any and all liability for loss (including those related to business interruption), damage (including special. consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Company's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Company. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Company's employees. It is further expressly agreed that Company assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

H. Entire Agreement.

This Agreement contains the entire agreement of the parities with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer or agent of any party, that is not contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

I. Specific Proposals.

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Company may bring to the Authority's attention during the term of this Agreement.

J. Applicable Law and Venue.

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

K. Taxes.

	ither it, nor any of its parent or subsidiary
entities, is delinquent or overdue in the payment of ar	ny tax or fee to the City or County of
Philadelphia or the Commonwealth of Pennsylvania.	
Employment Identification Number is	and its Philadelphia
Business Privilege Tax ID. No. is:	, and has attached a true, current, and
correct copy of its Philadelphia Business Privilege Lie	cense hereto as Exhibit "C".

(2) As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Company agrees that the fees, price or rates stated in the Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Company is liable. In the event Company's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, Use & Occupancy taxes, and sales taxes shall be the sole obligation of Company and Company shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Company's performance under this Agreement.

L. Conflict of Interest.

No officer or employee of the Authority shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, as set forth in the Authority's Conflict of Interest Policy, in the Agreement or the proceeds therefrom.

M. Waiver.

The Authority's exercise, or lack thereof, of any provision or right contained in this Agreement shall not be considered a waiver of any of its rights set forth in this Agreement, such waiver shall only occur through written amendment to this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. § 6, the parties have set their hands and seals on the date first above written.

	The Philadelphia Parking Authority
Attest:	By:
Print Name:	Vincent J. Fenerty, Jr.
Print Title:	
	Approved as to Form:
	Office of General Counsel
	Company
Attest:	By:
Print Name:	Name:
Print Title:	Title: