

ORDINANCE NO. 35-82

BY: *J. Lockhart*

Authorizing the Mayor and Auditor to enter into a contract with the Central Ohio Mayors and Municipal Officials Council to participate in the rating experience of the Central Ohio Mayors and Municipal Officials Council for Group Hospitalization and Major Medical Insurance, Group Dental Care Insurance and/or Group Vision Care Insurance for the City of Bexley's full-time employees and their dependents.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1: That the City of Bexley desires to provide hospitalization, major medical and dental care insurance and/or vision care insurance for its employees with maximum benefits at the lowest cost possible.

Section 2: That the Central Ohio Mayors and Municipal Officials Council can pool its rating experience with other employers of government personnel.

Section 3: That the City of Bexley can participate with the Central Ohio Mayors and Municipal Officials Council rating experience for hospitalization, major medical, dental care insurance and/or vision care insurance, and no other group rating experience is available to the City of Bexley.

Section 4: That the Mayor and Auditor are hereby authorized to enter into a contract or contracts with the Central Ohio Mayors and Municipal Officials Council and Ohio Medical Indemnity of Ohio, Inc., Delta Dental Plan of Ohio, and the Vision Service Plan to participate in the Central Ohio Mayors and Municipal Officials Council rating experience and provide hospitalization and major medical insurance, dental care insurance and/or vision care insurance for the City of Bexley's full-time employees and their dependents.

Section 5: That the Auditor be and the same is hereby authorized and directed to pay for such contract(s).

Section 6: That this ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety and this ordinance shall go into effect upon its passage and approval by the Mayor.

Passed: *June 29*, 1982

David H. Madison
President of Council

Attest: *John W. Hershberger*
Clerk of Council

*June 29, 1982 - Just reading
Suspended and Adopted*

Approved: *June 29*, 1982

David H. Madison
David H. Madison, Mayor

PARTICIPATING POLITICAL SUBDIVISION
ADMINISTRATIVE SERVICES AGREEMENT
FOR HEALTH AND RELATED INSURANCES

BETWEEN

THE CENTRAL OHIO MAYORS AND
MUNICIPAL OFFICIALS COUNCIL

AND

THE CITY OF BEXLEY

FOR

CLAIMS EXPERIENCE POOLING

AUGUST 1, 1982

This is an administrative services agreement entered into by the Central Ohio Mayors and Municipal Officials Council of Columbus, Ohio (hereinafter referred to as "COMAMOC") and the City of Bexley for the purpose of permitting the City of Bexley to participate in the rating experience of the Central Ohio Mayors and Municipal Officials Council in regard to the health insurance policy provided by Blue Cross/Blue Shield of Central Ohio.

Background

COMAMOC is authorized to enter into an Agreement with the City of Bexley pursuant to COMAMOC Resolution No. 1-82 and the City of Bexley Ordinance No. 35-82.

Agreement

Wherefore, the COMAMOC and the City of Bexley, Ohio, each in consideration of the promises of the other as contained herein, agree as follows:

SECTION 1: Purpose. The purpose of this Agreement is to allow other political subdivisions in the Central Ohio area to benefit from the reduced insurance premium rates afforded the COMAMOC. Through "pooling" such as this, the costs to government employers for health and related insurances may be reduced.

SECTION 2: Plan Administration. Effective on the date hereof, and continuing until terminated as hereinafter provided, the parties agree that Blue Cross/Blue Shield shall perform the duties of insurance plan administration. In that capacity, Blue Cross/Blue Shield shall attend to the COMAMOC insurance coverage plan which will include those duties brought about by the inclusion of the City of Bexley.

The duties of Blue Cross/Blue Shield shall include, among others:

- a. Review, investigation and authorization of payment of eligible claims in accordance with the terms of the COMAMOC; and
- b. Recordkeeping and statistical analysis sufficient to account to the City of Bexley for payments from and administration of premium payments to the COMAMOC policy and the providing of this data to the COMAMOC and the City of Bexley on a regular, determined basis; and
- c. Publishing, preparation and timely distribution of information which concerns the operation of the COMAMOC policy and the participating political subdivision of Central Ohio.

SECTION 3: Policy Details. The City of Bexley shall accept a health insurance coverage policy identical to the COMAMOC current health insurance coverage policy through Blue Cross/Blue Shield. The acceptance of this Agreement includes the acceptance of current premium rates, renewal dates, benefit amounts, inclusions and exclusions, deductible amounts, employee eligibility, time periods and any and all sections of said policy not mentioned herein. Should there be any benefit changes and/or modifications in the current health insurance coverage policy between Blue Cross/Blue Shield and the COMAMOC, the City of Bexley must also accept these benefit changes, rate changes, and/or modifications or is automatically forced to withdraw from the claims experience pooling plan within thirty (30) days of refusal to accept change(s).

SECTION 4: Deductibles. Any deductible amounts currently accrued by employees of the City of Bexley under a different health insurance can and will be transferred to the COMAMOC plan until January 1, 1983.

SECTION 5: Withdrawal from the Plan. Should the City of Bexley wish to withdraw from the claims experience pooling plan, it must notify both the COMAMOC and the respective insurance company ninety (90) days prior to its withdrawal. Any premiums due the insurance company from the City of Bexley shall be paid in full before withdrawing. Any claims filed prior to the withdrawal date shall be paid but any claims filed past the date of withdrawal will not be honored, unless specifically covered under the insurance policy. Should the City of Bexley separate from the COMAMOC claims experience pooling plan, it will not be able to re-enter into a joint insurance Agreement with the COMAMOC and Blue Cross/Blue Shield for a period of thirty-

six (36) months. Should the political subdivisions withdraw from the group plan, any employee of the City of Bexley may not convert to an individual policy under the terms of this Agreement.

The parties agree that this Agreement will not restrict the COMAMOC from changing insurance carriers, benefits, coverage of employees or any other aspect of the health insurance program it provides for its employees and Blue Cross/Blue Shield and the City of Bexley shall have no claim against the COMAMOC for any such changes, even including termination of coverage. The COMAMOC may withdraw from the claims experience pooling plan by notifying both the participating municipality and the respective insurance company ninety (90) days prior to the anniversary date of the insurance policy.

SECTION 6: Documentation. The City of Bexley shall provide the correct documentation and premium amounts to Blue Cross/Blue Shield as required in its policy. Should the City of Bexley fail to provide this data and premium payment, the COMAMOC shall not be held liable by the insurance carrier. The COMAMOC and the City of Bexley shall be viewed as separate entities in those situations where the failure of one party to execute their required procedures could bring harm to the plan as a whole.

SECTION 7: Premium and Experience. Blue Cross/Blue Shield of Central Ohio is authorized to combine the claims experience of covered COMAMOC employees with the claims experience of the City of Bexley employees.

SECTION 8: Separability. If any provision of this contract is declared invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. The failure of either party to protest any default or breach shall not constitute a waiver of such party's rights under this contract, or such party's rights upon any subsequent default or breach.

IN WITNESS WHEREOF, the COMAMOC and the City of Bexley do hereby agree to the aforementioned documentation and affirm that the only legal bond between the political subdivision exists in the pooling of the claims experience of the political subdivisions and the utilization of a common insurance policy for employee insurance coverage.

THE CENTRAL OHIO MAYORS
AND MUNICIPAL OFFICIALS COUNCIL

By: _____
Mayor John K. Francis
President

Date: _____

PARTICIPATING POLITICAL
SUBDIVISION OF CENTRAL OHIO

CITY OF BEXLEY, OHIO
By: Don H. Madson

Date: June 29, 1982

Clark John H. Madson

APPROVED AS TO FORM:

By: David H. Bodiker
David H. Bodiker
City Solicitor

Date: June 29, 1982

APPROVED:

BLUE CROSS/BLUE SHIELD

By: _____

Date: _____