

1 options and making recommendations for Employee Benefit Plans and associated items, *i.e.*, Data
2 Analytics, Reconciliation Services, Web-Based Benefit Administration and Enrollment Services and
3 Affordable Care Act Reporting. The City has the option to have JTS perform additional Administrative
4 Services for it regarding COBRA Administration, Flexible Spending Account Administration and
5 Dependent Care Plan Administration and to provide a Dedicated Customer Service Platform.

6 **Section 2.** JTS will provide these consulting and Administrative Services for Data Analytics,
7 Reconciliation Services, Web-Based Benefit Administration and Enrollment Services, and Affordable Care
8 Act Reporting, and for any additional items the City opts for, from May 4, 2022, to May 4, 2023. The
9 amount the City will pay JTS for second year of this contract for said services will be in an amount not to
10 exceed Ninety-Five Thousand Dollars (\$95,000.00).

11 **Section 3.** The City will have the option to extend its contract with JTS for five (5) additional one (1)-
12 year terms.

13 **Section 4.** If the City transitions to a partially Self-Insured Medical Plan in 2023/2024, the City will
14 only compensate JTS in an amount that is a percentage of the savings the City derives from prescription
15 rebates and the reduction of administrative plan expenses as a result of the City's implementation of JTS'
16 recommendations. In the event this transition occurs the City will compensate JTS in the amount of 20%
17 of medical plan savings based on the City's 2022 Fully-Insured Medical Plan costs (in lieu of a partially
18 self-insured plan structure), in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00).
19 Any additional plan costs the City incurs as a result of the integration of clinically integrated networks will
20 not be held against JTS when comparing the City's 2023/2024 Plan costs to the City's 2022 Plan costs with
21 regard to plan savings calculation.

22 **Section 5.** In the event the City decides to remain fully insured, JTS will receive no standard
23 commissions for Medical Plan Consulting Services. However, JTS will retain the ability to receive
24 commissions from Dental, Vision, Long-Term Disability, Life Insurance, Accidental Death and
25 Dismemberment Insurance and any other voluntary benefit insurance product.

26 **Section 6.** In the event the City extends this contract with JTS and the City maintains the partially Self-
27 Insured Medical Plan, the City may opt to compensate JTS based on a per participating employee per month
28 charge of Five Dollars (\$5.00), assuming Medical Plan Consulting Services only, in an amount not to
29 exceed Two Hundred Thousand Dollars (\$200,000.00).

30 **Section 7.** If the City decides that it wants JTS to provide a Dedicated Customer Service Platform for
31 all City employee benefits, the City will provide JTS additional compensation based on a per participating
32 employee per month charge of Four Dollars (\$4.00), in an amount not to exceed One Hundred Thousand
33 Dollars (\$100,000.00).

34 **Section 8.** The amount of the contract between the City and JTS shall not exceed Three Hundred Ninety
35 Five Thousand Dollars (\$395,000.00) for each year the parties enter into the contract.

1 **Section 9. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
2 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
3 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
4 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
5 resolution.

6 **Section 10. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
7 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

8 **ADOPTED: September 20, 2022**

9 **ATTEST:**

APPROVED:

10
11 _____
12 **Susan Langley, City Clerk**

_____ **Frank Scott, Jr., Mayor**

13 **APPROVED AS TO LEGAL FORM:**

14
15 _____
16 **Thomas M. Carpenter, City Attorney**

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //