

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 13th day of July, 2013, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **GARRY & ASSOCIATES**, 135 East 20th Avenue, North Kansas City, MO 64116, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, the County is in need of broker and consulting services in connection with County health and dental programs; and,

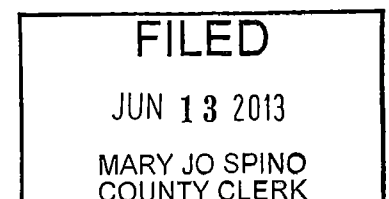
WHEREAS, by RFP 11-13, the County has solicited formal proposals for these services; and,

WHEREAS, after evaluation, the County has determined that the proposal submitted by **Consultant** was the best submitted and that **Consultant** is the proposing firm best qualified to provide these services; and,

WHEREAS, **Consultant** has the capability to, and has agreed to provide services to the County;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and **Consultant** respectively agree as follows:

1. **Professional Services.** **Consultant** shall provide broker and consulting services in connection with County health and dental programs, as more fully set out in Request for Proposals No. 11-13 and Consultant's response, excerpts from which are attached hereto as Exhibits A and B, respectively, and incorporated herein by reference.
2. **Independent Contractor.** **Consultant** shall work as an independent



contractor and not as an employee of the County. **Consultant** shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. **Consultant** shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Agreement.

3. **Terms for Payment.** The County shall pay **Consultant** the total amount of \$90,000.00 annually for work performed for the County pursuant to this Agreement. County shall pay **Consultant** the sum of \$7,500.00 monthly upon receipt of **Consultant's** invoice. **Consultant** shall be responsible for all of its own expenses unless otherwise provided for under this Agreement.

4. **Duration and Termination.** The term of this Agreement shall begin on the date entered above and shall continue for one year from that date, unless sooner terminated pursuant to this paragraph. The parties may mutually agree to renew this Agreement on the same terms for up to five additional one-year renewal terms. **Consultant** or the County may terminate this Agreement by giving thirty (30) days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or **Consultant** may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate all County written materials of any kind must be delivered and returned by **Consultant** to the County within ten (10) days of the termination of this Agreement.

5. **Assignment.** **Consultant** agrees, in addition to all other provisions herein, that **Consultant** shall not assign any portion or the whole of this contract without

the prior written consent of the County.

6. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

7. **Remedies for Breach.** **Consultant** agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and **Consultant's** failure to do so shall represent and constitute a breach of this Agreement. In such event, **Consultant** consents and agrees as follows:

(a) The County may without prior notice to **Consultant** immediately terminate this Agreement; and,

(b) The County shall be entitled to seek any available legal remedy and collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, expenses and costs.

8. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and **Consultant** shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent

caused by the negligence, willful misconduct or omissions of **Consultant**, its officers, employees or agents during the performance of this Agreement.

10. **Appropriation of Funds.** The parties recognize that the County intends to satisfy its financial obligation to **Consultant** hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify **Consultant** of this occurrence and this Agreement shall terminate on the last day on which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

11. **Conflict of Interest.** **Consultant** warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement. Under no circumstances will **Consultant** be paid or receive any incentives, bonuses, awards, overrides, or rebates from the selected health or dental insurance providers as a result of the work with the County.

12. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, **Consultant** assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and

provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, **Consultant** shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

13. **Incorporation**. This Agreement, together with Exhibits A, B, and C, incorporates the entire understanding and agreement of the parties. In the event of a conflict between any provision of this Agreement and a provision of Exhibits A or B, then the provision of the Agreement shall prevail. In the event of a conflict between any provision of Exhibit A and a provision of Exhibit B, then the provision of Exhibit B shall prevail.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By W. Stephen Nixon
W. Stephen Nixon
County Counselor

By Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

GARRY & ASSOCIATES

By Mary Jo Sprino
Mary Jo Sprino
Clerk of the Legislature

By [Signature]
Federal Tax ID: 43-1422978

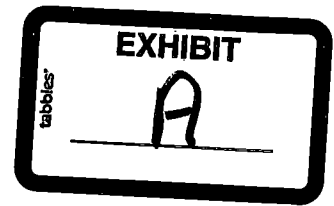
REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$90,000.00, which is hereby authorized.

June 10, 2013
Date

[Signature]
Director of Finance and Purchasing
Account No.: 001-5101-6080 \$65,394
002-5102-6080 \$ 2250
003-5103-6080 \$ 7470
004-5104-6080 \$ 9486
045-4500-6080 \$5400

51012013030



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

REQUEST FOR PROPOSAL NO. 11-13
ISSUED: January 28, 2013
PAGE 1 OF 20

Jackson County, Missouri is seeking Proposals from qualified broker/consultant firms for a **BROKER OF RECORD** to provide Broker and Consultant Services for Health and Dental Programs for the Jackson County, **Human Resources Department**.

Enclose your proposal in a sealed opaque envelope with the above Request for Proposal number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm C.T. on February 26, 2013**, otherwise your Proposal will be **REJECTED**. There will be a public opening of proposals at 2:05pm C.T. on February 26, 2013, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Teddy Ballard @ (816) 881-3165. All questions must be emailed to the Buyer @ tballard@jacksongov.org as detailed under General Conditions, Item Five on Page Seven of this Request for Proposal.


By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any Respondent; and (2) to reject any or all offers.

Your returned Proposal shall be an **original plus five (5) copies** as detailed in Proposal Format, Page 14 of this Request for Proposal.

If you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from **Jackson County, Missouri**, a copy of that certificate may be included in your proposal instead of the Compliance Report Form on Pages 3 and 4 of this Request for Proposal.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's proposal. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's proposal will be deemed **NON-RESPONSIVE**.



Q. TROY THOMAS
Director of Finance and Purchasing

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request for Proposal unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the General Conditions, Requirements, and any other provisions before submitting proposals; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Proposals:** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the specified time of opening.
2. **Completeness:** All information required by the Request for Proposal must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Proposal in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request for Proposals. Proposals must be submitted in "hard copy" form. Proposals submitted electronically, on computer diskettes, or by FAX will not be considered by the County.
3. **Request for Proposal Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the proposal opening date, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the requirements of this Request for Proposal must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. The County will consider minor exceptions to its requirements. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Request for Proposal (ex: comparable manufacturer or alternate bids where allowed by the Request for Proposal). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Request for Proposal shall prevail.
5. **Questions Regarding General Conditions, Requirements or any other provision of this Request for Proposal:** Any information relative to interpretation of General Conditions, Requirements or any other provision of this Request for Proposal shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of proposals. All questions must be received by the Purchasing Supervisor by **2:00 PM, CST, on February 19, 2013**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be sent no later than one (1) business day before the date set for opening of proposals. Addendums to this Request for Proposal will be posted on the County's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your proposal to be REJECTED.
6. The County reserves the right to reject any or all responses, to waive technical defect in responses, and to select the response(s) deemed most advantageous to the County.
7. **Applicable Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law.
8. **Communications and Notices:** Any written notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address, or at such address as the contractor may have requested. County may also post communications and notices to the County's internet site. Respondents are responsible for checking the County's website for communications and notices.

9. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, for assignee of the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right as its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

10. Patents: Respondent agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

11. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

12. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

13. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, proposal, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible respondent for a given purchase order is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the respondent and allow three (3) days for the respondent to correct the deficiency or pay up any delinquency involved. If the respondent fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible respondent who is eligible under this section had entered the lowest/highest proposal.

14. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this Request for Proposal.

15. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

16. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their bid a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

17. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the provision of the Request for Proposals must be in writing and not by omission.

18. Errors in Proposals: Respondent shall be bound by its proposal even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of proposal, will not relieve the Respondent in case of errors. Erasures or changes in proposals must be initialed.

19. No lowest/highest Respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

20. Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this Request for Proposal shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinance and regulations.

21. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this services hereunder. The Contractor further covenants that no person having such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

22. It shall be the responsibility of all Respondents to warrant that all goods, services, and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

23. Fund Allocation: Continuance of any resulting contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

24. **Applicable Law and Courts:** Any contract or agreement resulting from this Request for Proposal shall be governed in all respects by the laws of the State of Missouri and any litigation with respect thereto shall be brought in the courts of the State of Missouri. The Contractor shall comply with applicable federal, state, and local laws and regulations.

25. **Insurance and Indemnification:** The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable, regardless of whether or not caused in part by any act or omission of Jackson County, its agencies, officials, officers, or employees. Contractor's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

26. **Proprietary Information:** Should the respondent wish to submit proprietary information, it should be included with the submitted proposal in a sealed opaque envelope marked with the words "**CONFIDENTIAL – PROPRIETARY INFORMATION**". The County will take all reasonable efforts to insure the confidentiality of the information is maintained. Such information will be returned to the successful respondents following execution of the Contract by the successful respondent. Such information submitted by the successful respondent will be returned upon completion or termination of the contract.

27. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all proposals have been rejected.

28. **Qualifications of Respondents:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the respondent to perform the work and the respondent shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect respondent's physical plant prior to award to satisfy questions regarding the respondent's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by or investigations of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

29. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

30. **Discussions and Negotiations:** The County, in its sole discretion, may do any or all of the following:

- a) evaluate proposals and award a contract with or without discussions or negotiations with any or all Respondents;
- b) discuss and negotiate anything and everything with any Respondent or Respondents at any time;
- c) request additional information from any Respondent;
- d) request a Respondent or Respondents to submit a new Proposal;
- e) request one or more best and final offers from any or all Respondents;
- f) accept any Proposal in whole or part;
- g) require a Respondent to make modifications to their initial Proposal;
- h) make a partial award to any or all Respondents;
- i) make multiple awards to any or all Respondents;
- j) terminate this RFP and reissue an amended RFP.

INTRODUCTION

Jackson County, Missouri is seeking Proposals from qualified broker/consultant firms for a **BROKER OF RECORD** to provide Broker and Consultant Services for Health and Dental Programs for the **Human Resources Department**.

The current Broker of Record has been Garry & Associates from September 2008 to December 2012 with an annual compensation of \$90,000 of which \$15,000 is provided to McDaniel Hazley Group, Inc. as a subcontractor for dental broker and consulting services.

The County provides a comprehensive Health and Welfare Benefits program to approximately 1650 active employees and their dependents, to include the following plans: Health, Dental, Term Life, AD&D, Whole Life, LTD, EAP, Cafeteria Plan (Section 125), Long-term Care, and Legal Services. Additionally, some 36 retirees and their dependents are covered under the County's early retiree health and dental insurance plans.

The County routinely solicits proposals for benefit programs every three (3) to six (6) years. Jackson County's Benefits Plan year starts on January 1st with open enrollment in the fall. This year, the County may be bidding the health and dental insurance program, anticipated to be issued in July/August.

This Request for Proposal (RFP) is to obtain the services of a Broker of Record exclusively for the health and dental insurance programs. The Broker will not be representing the County's interest with regard to other benefit programs offered.

The successful Respondent shall provide both broker services and consultant services for our Health and Dental programs only.

CONTRACT PERIOD

The term of any contract awarded as a result of this Request for Proposals will be for one a (1) year period with up to five (5) additional one year extension options, unless terminated earlier as provided in the Term of Contract Provision, Contract Requirements, of this Request for Proposal.

TERMINATION OF CONTRACT

The initial term of any Contract issued as a result of this Request for Proposal will be for a one (1) year period with up to five (5) additional one year extension options unless otherwise terminated, subject to the provisions of the following:

- 1) The County may immediately terminate after notice of material breach is sent to the Contractor and the breach is not cured within ten (10) business days of receipt of such notice. For the purpose of the Contract, the term "material breach" shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.
- 2) The Contract may be terminated by the County without cause upon thirty (30) calendar days prior written notice to the other party. All fees and charges incurred prior to termination will become due and payable within thirty (30) working days of the County's receipt of an invoice.
- 3) The Contract may be terminated by the Respondent with cause if the County fails to pay the consulting fees in the amount and manner required by the approved contract provided the County has been duly notified of such failure and is not cured within thirty (30) days of such notice.

PAYMENT FOR SERVICES

The successful respondent will be an agent of the County and will be paid directly by the County to assist in the providing the scope of services herein. Under no circumstances will the broker be paid or receive any incentives, bonuses, awards, overrides, or rebates from the selected health or dental insurance providers as a result of their work with the County. The successful respondent is to act as a neutral, independent consultant on behalf of the County.

Cost proposals will be a lump sum for each year of the contract term. Payment schedule will be negotiated with the successful respondent.

VALUES AND EXPECTATIONS FOR EMPLOYEE BENEFIT PLANS AND PROGRAMS

The County is committed to providing its employees with comprehensive, high quality, and cost-effective employee benefit plans and programs that provide optimum value to both the County and its employees. The County is seeking to establish relationships with its broker/consultant firm to assist in achieving its goals and objectives related to these benefit plans. Examples of these goals and objectives include:

- 1) Long-Term Optimal Value in County-Sponsored Health Plans. The County is committed to stabilizing and controlling plan costs in its health and welfare benefits program while obtaining optimal value (best price, quality of care and quality of service) for plan participants. This will require the County's broker to assist in holding its providers accountable for delivering high quality, cost-effective care with a strong emphasis on delivering comprehensive preventive care. The County expects providers to help stabilize and control plan costs while minimizing future cost increases in this manner.
- 2) Employee Communication. The County desires to develop and implement a comprehensive health and dental benefits communication strategy and program that will actively involve and help employees better understand and make the best use of their health and dental benefits while encouraging the practice of healthy lifestyles and self-responsibility.
- 3) Information Reporting and Performance Measurement. Collection, reporting and analysis of data are critical in measuring and comparing plan and provider performance. The County believes a key part of this process requires providers to regularly examine and improve their systems for assuring that necessary performance data is collected and care is being delivered in the most efficient and cost-effective manner. It is expected the County's benefits broker/consultant will fully support the County in its efforts to continue acquiring and analyzing this important information from County medical plan providers on no less than a quarterly basis.

SCOPE OF SERVICES

- 1) The successful Respondent shall provide the following broker/consulting services for the procurement and acquisition of health and dental benefits.
- 2) Prepare a bid / proposal document and solicit proposals from a variety of health and dental providers on behalf of the County. In most cases, the Broker will issue the bid / proposal directly to the health and dental insurance providers and receive the bids / proposals back. However, Jackson County is interested in obtaining as many bids as possible and as such will accept bids from insurance providers that do not work with Brokers (MARCIT and Missouri Consolidated for example). The Broker will provide the bid / proposal documents to these vendors and will assist Jackson County in evaluating these proposals submitted directly to the County relative to all others submitted.
- 3) Analyze vendors' proposals and options, and provide a written assessment based upon the County's selection criteria and timeframe.
- 4) Assist the County in negotiations with vendors to obtain the best possible value for the services prescribed in this Request for Proposal.
- 5) Attend management and employee meetings as required to support the selection process and decisions.
- 6) Work in coordination with the County's Human Resources; Risk Management, Purchasing and Legal departments to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during the Request for Proposal process and/or anytime during the potential contract period.
- 7) Attend/coordinate selected meetings of the County Administration, Legislature and Human Resources Department and appropriate staff. As needed, presents data to the County Legislature during Legislative meetings.
- 8) Provide the County with information on emerging market trends. Recommend alternative health and dental benefit plan designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.
- 9) Assist with providing a comparative summary of benefits and other written communications to distribute to all employees during open enrollment processes. Assist in coordination of and facilitate schedules with both health and dental plan representatives and County personnel for yearly open enrollment processes.

- 10) Review County Employee Health and Dental Programs on a continuing basis to ensure that the Plans are in compliance with government regulations. Provide consultation and guidance with respect to governmental mandates such as COBRA, HIPAA, etc., as well as assist with and provide communications regarding COBRA and HIPAA administration. Recommend procedures and/or policies the County should implement to comply with government regulations.
- 11) Annual Health and Dental Program Design: Provide health and dental information to enable the County to make effective decisions in developing an overall Employee Benefits program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees. Additional services for benefit program design may include, but are not limited to:
- a) Calculating the increased costs for renewal of insurance for the County,
 - b) Providing "what-if" scenarios for the County regarding renewals of insurance.
 - c) Calculate and provide alternative funding methods.
- 12) Tracking and Plan Performance: Track and report progress of health and dental benefit plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of health and dental benefit plans performance e.g. Health Care Plan – Premiums vs. Claims.
- 13) Consultation: Provide upon request, consultation and guidance to the County with respect to health and dental benefit plans only.
- 14) Communication Assistance: Advise and assist Human Resources with required health and dental benefit plan communications to employees, e.g. SPD and Certificate of Coverage, etc. annually, during benefits enrollment and as regulatory changes occur. Assist with providing summary of benefits and other written communications to distribute to all employees during open enrollment processes.
- 15) Assist the County in developing and implementing a comprehensive health and dental benefit plan communication infrastructure utilizing existing and emerging technologies (such as the County's "self serve" benefit enrollment module on its HRIS system) encompassing communication between the County and vendors, the County and employee, and employee self-service.
- 16) Claim Mediation: Provide liaison services between the Human Resources Department Benefits Administrator point of contact and benefits contractors, including coordination of reporting and assistance resolving claims.
- 17) Assist with resolution of specific claims and/or issues, including but not limited to bill reconciliation, as needed and/or when requested by the County.
- 18) Respondent must agree to work collaboratively with any other consultants, brokers or consulting firms and/or legal firms the County has contracted with for consulting and/or legal services.
- 19) Provide such other services as requested by the County for which the broker has the technical capability and capacity to render related to this scope of services.

RESOURCES

The County is seeking proposals from Brokers that have significant experience in the health and dental insurance arena, particularly in working with governmental agencies of similar size to Jackson County. A minimum of ten (10) years experience as a Broker of Record is required.

The successful respondent will agree to assign an account manager to the County, as well as provide sufficient backup persons that are knowledgeable about Jackson County's Health and Dental Benefit programs.

PROPOSAL FORMAT

Respondent's proposal shall be an original document plus five (5) copies. To facilitate the evaluation of proposals, the proposal should be organized in the following manner:

- 1) Cover Page – Name and address of Firm, date established and a brief description of Firm's history, along with the corresponding Request for Proposal Number.
- 2) All forms contained within this Request for Proposal packaged, filled-out, signed, and notarized where necessary.
- 3) Contact Information - List the name and address of the main office, the contact person's name and phone number; and other pertinent contact information (such as email addresses, fax numbers, etc.).
- 4) License to Practice in Missouri - An affirmative statement shall be included that the firm is licensed to practice in Missouri.
- 5) Resume(s) – Respondent will provide a resume for each individual who would be providing services to the County as well as their tenure with your Firm.
- 6) References – List the three (3) most progressive and innovative public sector clients whom you now work with or have worked with in the last five (5) years. Please give full name of each public entity, their phone number, and the person the County may contact who worked directly with your firm in overseeing the services you provided. Also, provide three (3) clients to who you no longer provide services, giving the full name of each entity, their phone number, and the person the County may contact who worked directly with your firm.
- 7) Brief synopsis of the Respondent's understanding of the County needs and how the Respondent plans to meet these needs. This should provide a broad understanding of the Respondent's entire proposal. It should also include a statement that the Respondent will provide all of the services included in the Scope of Services.
- 8) Respondent shall identify and explain any deviations from the Proposal Requirements list.
- 9) Identify unique concerns, their implications, and the Respondent's plan for addressing them.
- 10) Financial Information – Respondent will provide the Company's Annual Report for the last two (2) years.
- 11) Report Samples – Provide sample copies of informational and analytical reports available through your firm with an explanation of contents.
- 12) Include, in this part, any items that the County may not have addressed that may be beneficial to the project. Specifically proposed items should be identified as such, and any applicable costs must be included in the Fee Proposal.
- 13) Complete responses to questions in Appendix A - Questionnaire.
- 14) Proposed Minority-Owned/Women-Owned Business Enterprise (MBE/WBE) Participation. Firms should indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.
- 15) Fee Proposal – Complete Appendix B – Fee Proposal, detailing all costs associated with response. Fees must be a fixed annual fee. Indicate other services that could be offered and are not reflected within your fixed annual fee. **Provide pricing in a separate sealed envelope within the ORIGINAL proposal package; copies should not have pricing information.**
- 16) Failure to provide this information, organized in this manner and with the appropriate amount of copies, may be grounds for the **REJECTION OF YOUR PROPOSAL**, or a reduction of Evaluation Criteria.

SUPPLEMENTAL MATERIALS

Respondents are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the respondent wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

EVALUATION PROCESS

All Proposals received that are responsive to the General Conditions, Scope of Services and other provisions of the Request for Proposal will be evaluated.

An Evaluation Committee will evaluate all responses and make recommendations.

Proposals determined to be the best qualified will be invited to a personal interview.

The County will consider MBE/WBE ownership and/or participation as a component of the Evaluation Criteria.

The County will evaluate Proposals based upon a variety of factors: The County will use a "best proposal" concept and the lowest cost proposal may or may not be the "best proposal". Jackson County shall be the sole judge of the proposals submitted for this Request for Proposal, and its decision shall be final.

The best qualified Broker/Consultant will be selected based on the following criteria:

1. 40% - Experience and qualifications in providing similar benefits broker/consultant services to public clients & References;
2. 40% - Proposed cost/fees;
3. 15% - Resources available to perform the scope of services and response to proposal including compliance with and incorporation of terms and conditions in Request for Proposal;
4. 5% - Participation with MBE/WBE Contractor(s)

The timeliness, nature and number of any exceptions taken by the Respondent to the Request for Proposal will be considered by the County in evaluation. Any one of these criteria alone, or in combination, may provide a basis for not accepting the Respondent's Proposal.

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal may be rejected if any such conditions, incompleteness, alterations, or irregularities constitute a material deviation from the Request for Proposal requirements.

CONTRACT NEGOTIATIONS

Upon selection of the successful Proposal, a Contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri, fail to develop and execute a mutually agreeable Contract, and upon a three (3) business day written notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.

The County does not generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal, shall govern.

The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for Proposal. Please note that Respondent's Proposal is subject to Rejection of Exceptions to the County's Standard Agreement are requested.

Respondent must agree to the following standard provisions:

Indemnification: (Contractor) agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of (Contractor) in the performance of the work under this Agreement.

Independent Contractor: (Contractor) shall work as an independent contractor and not as an employee of the County. (Contractor) shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. (Contractor) shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

Confidentiality: (Contractor) acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

Complete Agreement: Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal No. 11-13 and (Contractor's) response thereto constitute the complete and exclusive statement of the agreement between the Parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between Parties relating to the subject matter of this Agreement.

Notices: Any notice which either Party shall be required by this Agreement to give the other shall be in writing and delivered by mail addressed to the respective Parties as follows, or to such other addresses, as the respective Parties may designate from time to time:

County Jackson County, Missouri
 415 East 12th Street, Room 105
 Kansas City, MO 64106

Contractor: _____

QUESTIONS

All questions regarding this Request for Proposal must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Seven of this Invitation to Bid by **2:00 PM, CST on February 19, 2013**. Point of Contact for the Purchasing Department is Teddy Ballard, email address is tballard@jacksongov.org. All questions will be answered in the form of an Addenda and posted on the County's website. **FAILURE TO FOLLOW THIS PROCEDURE MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

APPENDIX A – QUESTIONNAIRE

This Questionnaire addresses major aspects of the County's employee benefits broker/consulting needs. Answer only the questions asked, and refrain from making references to other preprinted materials, marketing and sales types of information. Your responses must relate to the facts requested and must reflect your organization's current personnel.

The accuracy and completeness of this information will be weighed heavily in the considerations of the evaluation of the responses. For questions that do not pertain to your organization as specified, respond to the question with "Not Applicable".

- 1) What is the service area of your company? Please provide a listing by state and city.
- 2) Which location would be the primary office to service the County's account?
- 3) If more than one office would be providing services to the County, describe what services would be provided at each location.
- 4) Will the office in charge of the County's account have access to resource consultants in other offices? Is so, please describe those resources.
- 5) How long has your firm provided broker/consultant services for health and dental plans? Please briefly describe the type of health and dental plans you have serviced.
- 6) Outline your firm's ability to provided expertise and experience in the areas of health benefit and dental plan analysis and design. Explain in detail the types of analyses your firm has conducted relative to health and dental benefits analysis and design for these types of plans offered by employers with more than 1650 employees.
- 7) How many clients do you currently service in the public sector? Please list.
- 8) What on-going, organized professional training programs does your firm maintain for its consulting staff? Please describe such programs.
- 9) Are you owned by or does any insurance company have part ownership in your firm? If so, please detail all such relationships.
- 10) List any characteristics of your firm that you feel make it unique from other employee benefit firms.
- 11) Describe the issues and challenges, as you view them, facing the County in the upcoming year and describe how your organization can assist the County. Describe what makes your organization different than other organizations that may submit proposals for the County's consideration.

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

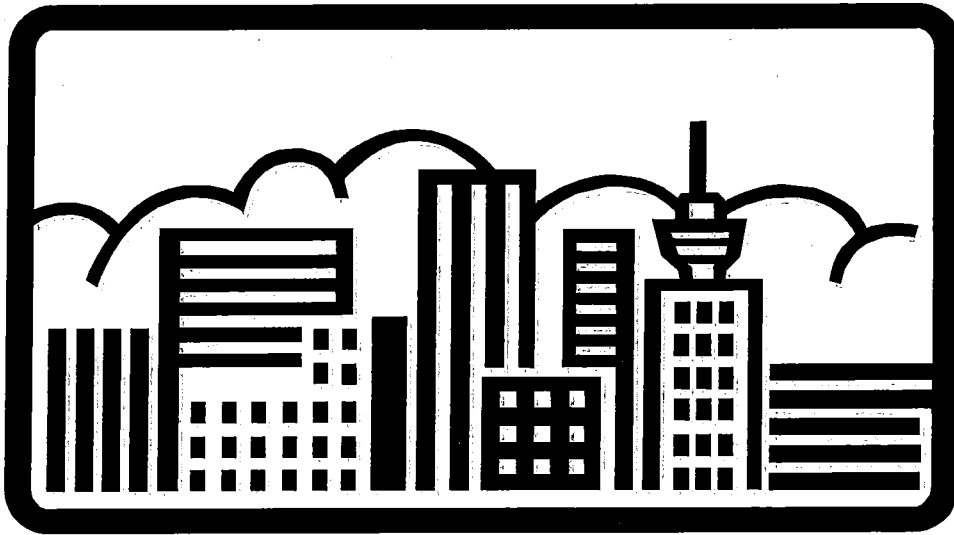
All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

JACKSON COUNTY, MISSOURI

Request for Proposal No. 11-13



Presented by:

Joshua K Garry

Garry & Associates Insurance Agency, Inc.

135 E 20th Avenue

North Kansas City, MO 64106-3412



GARRY & ASSOCIATES

INSURANCE AGENCY, INC.

March 5, 2013

Mr. Q. Troy Thomas
Office of the Jackson County Purchasing Department
Room G-1, Ground Floor
Jackson County Courthouse
415 East 12th Street
Kansas City, MO 64106

RE: REQUEST FOR PROPOSAL NO. 11-13

Dear Mr. Thomas:

Garry & Associates Insurance Agency is interested in continuing our role as the Broker/Consultant for the Jackson County, Missouri employee benefits programs. We have proven that we have the knowledge and experience to handle the County benefit programs as the incumbent broker since August, 2007.

The primary principals on staff who would be actively working with your group will be Tamy L. Woods, Senior Vice-President and myself.

The agency currently writes employee benefit coverages for numerous Kansas City area employers. We pride ourselves in going above and beyond the call with all of our clients and our main focus is to develop a lasting relationship between ourselves, our clients and their carriers and I believe we have done that with the County over the past several years.

We see our role as being the "VOICE" of Jackson County with the chosen insurance carriers. We would be involved in all aspects of helping you maintain the best possible programs for your employees.

We will be glad to be the front line for all your employee's questions and concerns, taking their calls directly and helping them to understand benefits, resolve claims or just answer questions. After the enrollment, we will work as a direct liaison between Jackson County and the Insurance Company. We will help your employees get claims issues resolved. The only

way to have a win-win situation is to have you as the employer, the carrier and the broker in constant communication with each other. What we don't want are any "SURPRISES". If data is reviewed on a monthly basis and problem areas are identified early enough to address them on the front end, there won't be any surprises on the back end. We outline a plan of attack to deal with specific areas of concern as they become apparent.

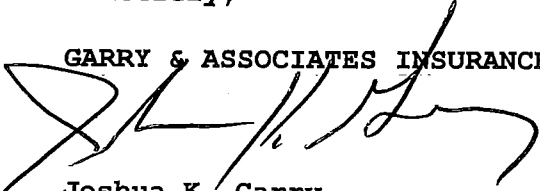
We also believe that communication with the employees is of the utmost importance. The more information you can provide them about their benefits, the more informed they will be and it will enable them to make better choices.

While we would prefer to handle your account strictly from our office, we enthusiastically embrace affirmative action programs and would be more than willing to continue our current relationship with McDaniel Hazley Group if that is the County's desire. McDaniel Hazley Group currently handles the dental plans.

I think we have shown that we have the experience and the knowledge to continue to help Jackson County provide the best possible benefits for the lowest possible costs. We appreciate the opportunity you have given us and look forward to continuing our current partnership. If you have any questions, please feel free to give me a call. Thank you.

Sincerely,

GARRY & ASSOCIATES INSURANCE AGENCY, INC.



Joshua K. Garry
President

JKG:tlw
Encl

JACKSON COUNTY PROPOSAL FORMAT

1. COVER PAGE/LETTER

This information is attached.

2. ALL FORMS CONTAINED IN RFP

This information is attached.

3. CONTACT INFORMATION

Garry & Associates Insurance Agency, Inc.
135 East 20th Avenue
North Kansas City, MO 64116-3412
816-221-9400
816-221-5880/Fax
888-293-2399/Toll Free

Joshua K Garry
E-Mail: jgarry@garryandassoc.com

Tamy L. Woods
E-Mail: twoods@garryandassoc.com

4. LICENSES TO PRACTICE IN MISSOURI

This information is attached.

5. RESUME OF EACH INDIVIDUAL WHO WILL PROVIDE SERVICES TO COUNTY

This information is attached.

6. REFERENCES

This information is attached.

7. BRIEF SYNOPSIS OF RESPONDENT'S UNDERSTANDING OF COUNTY NEEDS

While we understand that the County needs to research the market place and uncover what is the best Health & Dental programs available for the most reasonable cost, it is only the first of many services that we believe we will be able to provide for you as your

broker/consultant. We feel that the County has made great strides in the past couple of years with regard to their Employee Benefits Program. While it is very beneficial to find the best benefits for the lowest rate, it doesn't prepare the County to be able to control its own destiny as you proceed into the future. We believe that the best mechanism to accomplish this has been to work towards a partially self-funded program and that was put into place on the January 1, 2013 renewal of the City medical plan with Blue Cross/Blue Shield of Kansas City at our recommendation. Over the past five years we have become very familiar with items that have been "hot spots" for your plan and we have made changes to improve them. The number of Emergency Room visits has declined by encouraging members to visit Urgent Care Centers with no out-of-pocket copay. The County is one of only two groups in the Kansas City area to have this benefit with the other group being the KC Police Department. We are also very optimistic about the Wellness program that appears to be well received by County employees. The County introduced an incentive two years ago for members to take the Blue Cross Health Risk Assessment, including a finger stick. This helps employees identify health issues before they become a major problem. This helps cut down on large claims in the future.

Garry & Associates Insurance Agency is agreeable to providing Jackson County all of the services included in the Scope of Services of the RFP with "NO" exceptions.

8. RESPONDENT SHALL IDENTIFY AND EXPLAIN ANY DEVIATIONS FROM THE PROPOSAL REQUIREMENTS LIST.

There are no deviations with the exception of an optional fee schedule that is provided.

9. IDENTIFY UNIQUE CONCERNS, THEIR IMPLICATIONS AND PLAN TO ADDRESS THEM

Our goal as it is stated throughout our proposal, is that once we are up and running as your broker/consultant is for there to be "NO" surprises. We are not confused – our client will be JACKSON COUNTY, not any given Insurance Company or any certain Provider group.

Again, communication is the key and as we develop information that indicates that a sizeable part of your employee population is utilizing certain providers, we will make sure that those relationships are solid. We will continue to be pro-active in the County's behalf to make sure that the Employee Benefit Program is truly a "benefit" to each and every one of the Jackson County's employee members.

10. FINANCIAL INFORMATION *THIS IS PROPRIETY INFORMATION*

You will find attached our year-end Financial Statements for the years of 2011 and 2012.

11. REPORT SAMPLES

Specific informational and analytical reports will vary depending upon the insurance carrier and the type of policy. We will continue to provide you with the same types of management reports that have been provided to Jackson County on a quarterly basis over the past five years. Garry & Associates doesn't produce any type of special reports from our office since reports of this nature can be provided by the carriers in a much more detailed and accurate version specific to your group. A copy of our agency brochure is included in the bid packet. We are currently in the process of updating our website but it can be viewed at: www.garryandassoc.com. Report copies are attached for your review.

12. INCLUDE ANY ITEMS THAT THE COUNTY MAY NOT HAVE ADDRESSED THAT MAY BE BENEFICIAL TO THE PROJECT. SPECIFICALLY PROPOSED ITEMS SHOULD BE IDENTIFIED AS SUCH, AND ANY APPLICABLE COSTS MUST BE INCLUDED IN THE FEE PROPOSAL.

You will find attached additional pages with information pertaining to Garry & Associates Consultant Information, Expertise of Personnel, Scope of Services and Proposal Procedures. All of our costs are outlined on the Fee Proposal "Appendix B" page attached.

13. COMPLETE RESPONSES TO ALL QUESTIONS IN APPENDIX A – QUESTIONNAIRE

This information is attached for your review.

14. PROPOSED MINORITY-OWNED/WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION.

Tamy L. Woods, Vice-President has a 5% ownership stake in Garry & Associates. We would also be open to continuing our current arrangement with the McDaniel Hazley Group if required.

15. FEE PROPOSAL

This information is attached for your review.

16. FAILURE TO PROVIDE THIS INFORMATION, ORGANIZED IN THIS MANNER AND WITH THE APPROPRIATE AMOUNT OF COPIES, MAY BE GROUNDS FOR THE REJECTION OF YOUR PROPOSAL, OR A REDUCTION OF EVALUATION CRITERIA.

Understood.

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Clay)

Joshua K. Garry of the City of North Kansas City
County of Clay State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of Garry & Associates (Name of Respondent) and have been authorized by said Respondent to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Respondent is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of respondent).
3. If Respondent were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Respondent did not have on December 31, 2012 any property subject to taxation by the County and if respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri, respondent agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Respondent certifies and warrants that Respondent or Respondent's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

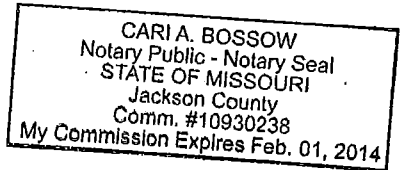
Garry & Associates (Name of Respondent)
By: [Signature] (Signature of Affiant)
President (Title of Affiant)

Subscribed and sworn to before me this 5th day of March, 2013
Cari A. Bossow

NOTARY PUBLIC in and for the County of Jackson (SEAL)

State of Missouri

My Commission Expires: 2/01/2014



**JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM**

Report Date: 1st Report (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:

Tom Wyrch
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816) 881-1223

1. COMPANY DESCRIPTION:

Name of Company Garry & Associates Insurance Agency, Inc
Street Address 135 East 20th Avenue
City North Kansas City State MO Zip 64116-3412
Email Address: jpgarry@garryandassoc.com
Website Address: www.garryandassoc.com
Area Code 816 Telephone Number 221-9400
Representative Name Joshua K Garry

2. COMPANY STATISTICS:

- A. Total number of Employees 6
B. Total Number of Employees who are:
1. Women 4 4. Asian _____
2. Hispanic _____ 5. American Indian _____
3. Black _____ 6. Other _____

YES NO N/A

3. Has your company advertised for applicants since your report? _____ X _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement
4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? _____ X _____
If so, please attach a detailed report of such efforts
5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures? _____ X _____
If so, please attach a narrative of such efforts.

YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?
If so, please attach a narrative of such efforts. 1st report
7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? X

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

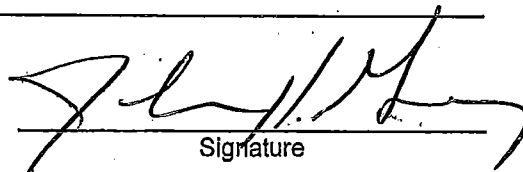
NAME OF COMPANY McDaniel Hazley Group
 STREET ADDRESS 110 Main Street, Ste 2890, KC, MO 64105
 REPRESENTATIVE NAME John McDaniel
 TELEPHONE NUMBER 816-531-7500
 EMAIL ADDRESS amydickinson@mhgins.com
 WEBSITE ADDRESS _____
 PRODUCTS, SERVICE, AREA OF SCOPE OF WORK: Jackson County dental plans
 DURATION OF CONTRACT _____
 AMOUNT OF CONTRACT \$15,000 .

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

- | | YES | NO |
|--------------------------|----------------|----------------|
| 1. Available employment | <u> </u> | <u> X</u> |
| 2. Visual check | <u> X</u> | <u> </u> |
| 3. Other (specify) _____ | <u> </u> | <u> </u> |

This Compliance Review Form was prepared and submitted by:



 Signature
 Joshua K Garry, President

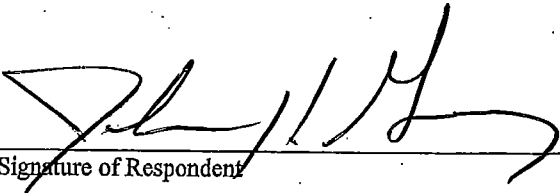
 Name and Title
 March 5, 2013

 Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 1 and 2 and that this Proposal is submitted in accordance with information, instructions, and stipulations set forth therein.



Signature of Respondent

03/05/13
Date

Garry & Associates Insurance Agency, Inc.

Company Name

135 East 20th Avenue

Address

North Kansas City, MO 64116-3412

City, State, and Zip

816-221-9400
Phone

The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for Proposal. Please note that Respondent's Proposal is subject to Rejection of Exceptions to the County's Standard Agreement are requested.

Respondent must agree to the following standard provisions:

Indemnification: (Contractor) agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of (Contractor) in the performance of the work under this Agreement.

Independent Contractor: (Contractor) shall work as an independent contractor and not as an employee of the County. (Contractor) shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. (Contractor) shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

Confidentiality: (Contractor) acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

Complete Agreement: Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal No. 11-13 and (Contractor's) response thereto constitute the complete and exclusive statement of the agreement between the Parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between Parties relating to the subject matter of this Agreement.

Notices: Any notice which either Party shall be required by this Agreement to give the other shall be in writing and delivered by mail addressed to the respective Parties as follows, or to such other addresses, as the respective Parties may designate from time to time:

County	Jackson County, Missouri 415 East 12th Street, Room 105 Kansas City, MO 64106
Contractor:	<u>Garry & Associates Insurance Agency</u> <u>135 E. 20th Ave</u> <u>North Kansas City, MO 64116</u>

QUESTIONS

All questions regarding this Request for Proposal must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Seven of this Invitation to Bid by **2:00 PM, CST on February 19, 2013**. Point of Contact for the Purchasing Department is Teddy Ballard, email address is tballard@jacksongov.org. All questions will be answered in the form of an Addenda and posted on the County's website. **FAILURE TO FOLLOW THIS PROCEDURE MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

SCOPE OF SERVICES TO BE PROVIDED

We see our role as being the "VOICE" of the County with all chosen insurance carriers. We would be involved in all aspects of helping the County maintain the best possible programs for their employees. We have developed our own unique process. This process will include dialogues between the insurance carrier, providers (i.e. hospitals and doctor groups) and us to prepare proposals for our clients. In order for this process to work, all parties involved must work together and make a commitment to each other which goes beyond a one year time frame. Because of our special market position we are able to gain the attention of these providers each time we are involved in marketing a large account.

Once we are able to develop a solid working relationship with our account, we feel we have a system which brings rates down below the current market after a couple of years.

It has always been our policy to provide our large clients with monthly claims data. We are not a once a year type of consultant. We feel it's important for your group, the carrier and our agency to all maintain a certain level of commitment and communication with each other. By doing this, we can all enjoy a mutually rewarding relationship. Our basic philosophy is we don't want any SURPRISES! If data is reviewed on a monthly basis and problem areas are identified early enough to address them at the front end, there won't be any surprises on the back end. We will outline a plan of attack to deal with specific areas of concern as they become apparent.

We have extensive experience in the bid specification process. We feel it is always in the client's best interest to let one agent handle the entire bid. The bid process we utilize has continually worked to bring our clients the most competitive rates available in the marketplace. It is important to note that Garry & Associates receives a steady flow of visitors from every major health care provider in our area. These visits are a direct result of our position as a major provider of Employee Benefit programs to Greater Kansas City area businesses.

We are continuously on top of all changes in the health care arena by going to carrier seminars, reading trade magazines and obtaining continuing education licensing credits so we can communicate the latest to our customers. Frequently, we make copies of interesting and pertinent articles from trade

magazines and newspapers to share with our clients to keep them up-to-date with the latest products and trends in the health care industry. By closely monitoring the monthly claims reports we can identify problem areas for each individual group and suggest ways to modify plan designs to help lower renewal rate increases. For example, several years ago we noticed that one of our large groups were having prescription claims much higher than the average and we have been able to cut those claims from around 30% back to 15% by making several minor changes spread out over a number of years. By not making drastic changes all at once, the members had time to ease into the higher co-payments and the plan was ultimately able to cut back on their drug claim expenses with minimal disruption.

We want to be actively involved with your Benefits &/or HR personnel to help them resolve claims conflicts with their employees. Health care is not black and white. There are a lot of gray areas and if employees don't know how to handle these situations, they may miss out on benefits they are entitled to get.

We can provide technical and regulatory support as needed. We designed a HIPAA specific "Authorization for Release of Information" form that we use in our office (and provide to our groups to use if they choose) to obtain member signatures which allows us to work with the Insurance carrier on their behalf. This is just one of the things we do to help our clients stay up on current legislation.

We routinely help our clients with the planning of open enrollment meetings and benefit fairs. All we need is the dates and locations and we will coordinate with all of the carriers to make sure each meeting is fully staffed and that the proper amount of materials is delivered to each location along with some type of give-away to pass out to members.

Communication – Communication – Communication

That is the name of the game!!! The more communication between Jackson County and its employees, the broker/consultant and the chosen Insurance carrier - the better everything will work.

PROPOSAL PROCEDURE

With regard to the proposal procedure, we engage both providers and Insurance carriers in the process. We believe this unique tandem system separates Garry & Associates from the rest of its competitors.

In preparing a Request for Proposal (RFP) on behalf of our larger clients, we include a variety of data that is typically required throughout our industry. Such data includes, but is not limited to the following: Three years of premium versus claims information, number of employees covered by month, a complete census, a copy of current plan design, a copy of current carrier billing and large claims listing and whether or not they are completed or ongoing items. We believe that the way this data is presented to the marketplace influences the providers in their response to the RFP. On certain occasions we have published our RFP's due to the sizable amount of information which we were disseminating; however, most RFP's are now done electronically. One of the techniques we employ is to utilize a secondary procedure after the analysis of the bids to insure you get the best rate possible.

We will select the top 2 - 3 bidders to make an oral presentation at which time they are allowed to reconfigure their rates. It has been our experience that this procedure usually results in a reduction of the proposed costs for the group.

Once a provider is selected Garry & Associates will coordinate the enrollment process, which will include employee meetings. It is also very easy for us to help individual employees with their claims issues. The benefits manager can simply refer all calls to us. We also like to include information in the enrollment materials from our agency to the employees giving them our mailing address, e-mail address and phone numbers so they can contact us directly and NOT bother the benefits person in your office. We are familiar with the people we need to get help from at each carrier office. We relay problems to them for resolution and keep a diary of all items until we are advised of completion of the problem by the carrier. We also like to follow up with the employee to make sure they are satisfied with the resolution. We can relieve a huge burden from the benefits manager in your organization so they can concentrate on other things. This is included as a part of the services that we will provide the County if chosen as the Broker/Consultant.

**CONSULTANT INFORMATION
EXPERIENCE AND RELIABILITY**

Garry & Associates Insurance Agency, Inc. is a full service Independent Insurance Agency specializing in Individual and Group Medical, Dental, Life/AD&D, Disability and Supplemental coverage's. The agency was established in 1925 and has had a variety of different owners over the years. In September of 1986, the agency was purchased by Joshua K. Garry and Joseph D. Timmons. Tamy L. Woods, Vice-President, became a minority owner in 2001. At first, the agency was predominately non-standard automobile and homeowners business. Over the years our business has evolved to be approximately 75% Life/Health and 25% Property & Casualty in nature.

We have had the pleasure of working with a number of local area groups in the past, including but not limited to the North Kansas City School District, the City of North Kansas City, Clay County, Missouri, Liberty Hospital, Budget Rent-A-Car of Kansas City, Memphis and Wichita. We have also handled the City of Kansas City, Missouri since 2008. We have both the experience and the knowledge to help Jackson County provide the best possible benefits to their members for the lowest possible costs.

Our agency was located in Kansas City, Missouri for 15 years prior to our move to North Kansas City in April of 2004. We currently have six employees. Due to the size of our office we have not been required to get an Affirmative Action certification up to this point. If this is something that is required, we will be glad to comply at a later date.

JACKSON COUNTY, MISSOURI

APPENDIX A – QUESTIONNAIRE

01. What is the service area of your company? Please provide a listing by state and city.

We write business in the entire Kansas City metro area including but not limited to: Kansas City, MO; Gladstone, MO; Liberty, MO; Grandview, MO; Independence, MO; Blue Springs, MO; Lee's Summit, MO; Raytown, MO; Kearney, MO; Kansas City, KS; Shawnee Mission, KS; Overland Park, KS; Leawood, KS; Lenexa, KS; Olathe, KS. Occasionally we come across a group that has members who live outside the KC Metro area, in other states, and we are also able to work with them to provide adequate coverage for those employees.

02. Which location would be the primary office to service the County's account?

North Kansas City, Missouri office.

03. If more than one office would be providing services to the County, describe what services would be provided at each location.

We only have one office location in North Kansas City, Missouri.

04. Will the office in charge of the County's account have access to resource consultants in other offices? If so, please describe those resources.

We have found over the years that the best possible resources come to us from the carriers. The insurance carriers are in the business of providing benefit plans and they have a vast array of resources that they make available to agents, consultants and brokers. They have first hand knowledge regarding what types of plan designs work the best for different industries, wellness plan options, all types of fully insured, self-funded, HRA's, HSA's, HDHP plans. They can provide us with all types of claims data and forecasting materials and predictive modeling for potential claims.

05. How long has your firm provided broker/consultant services for health and welfare plans? Please briefly describe the type of health plans and welfare plans you have serviced.

Our agency roots go back to 1925; however, the current owners purchased the agency in September of 1986 and have been offering Employee Benefit programs ever since. We currently handle Medical, Dental, Life, AD&D, Short & Long

Term Disability, Vision, Section 125, Flexible Spending and a multitude of Voluntary programs for our clients.

06. Outline your firm's ability to provide expertise and experience in the areas of health benefit and dental plan analysis and design. Explain in detail the types of analyses your firm has conducted relative to health and dental benefits analysis and design for these types of plans offered by employers with more than 1650 employees.

Both Tamy and I have 27+ years of experience in working with small and large groups on their Employee Benefit programs. Currently our largest client has approximately 5,000 employees and over 11,000 dependents. You have to really understand your clients' needs to help them find the best options. We are continually searching for new market trends and ways to enhance programs as well as keeping our clients up-to-date on governmental mandates such as COBRA, HIPAA and ACA regulations. We have extensive knowledge and experience in the analysis of all benefit plans including those listed above. We can provide from the most basic coverage to extended and highly complicated plans. The analysis that is done depends on what type of information is available for each individual group we work with. If there are numerous years of material available then a much more detailed analysis can be completed in order to find hot spots where we need to consider changing benefits or increasing deductibles or co-payments.

07. How many clients do you currently service in the public sector?

Currently we handle the City of Kansas City, Missouri and Jackson County but we have worked with other public sector groups in the past including but not limited to the North Kansas City School District, the City of North Kansas City, Clay County and Liberty Hospital.

08. What on-going, organized professional training programs does your firm maintain for its consulting staff? Please describe such programs.

All of our employees participate in carrier training sessions when they are provided. Everyone in the office reads monthly trade magazines and we also pay for all employees to obtain CIC, CISR, CPCU, designations that require them to pass various classes and exams to gain additional knowledge and accreditations. All employees also must keep up with required Continuing Education classes in order to renew their Insurance licenses every two years.

09. Are you owned by or does any insurance company have part ownership in your firm? If so, please detail all such relationships.

No.

10. List any characteristics of your firm that you feel make it unique from other employee benefit firms.

We are a small agency who is able to offer very personalized service to our benefits clients. When you work with some of the larger Brokerage firms in the area, the turn-over rate of staff can be an issue. You get assigned to an Account Manager and probably a technical (behind the scenes) person. Frequently these individuals are assigned to more than one account or their assignments may change according to the needs of the business. Chances are also good that you'll never speak directly to the agency owners or the "management" staff in larger brokerage firms.

When you do business with Garry & Associates Insurance Agency, the owners will be your every day contacts. Both Josh Garry, President and Tamy Woods, Senior Vice-President, handle all of the servicing and day-to-day work for all of our benefit clients. We have both been with the agency for 27 years and know that type of stability is unheard of in the industry. Our intent is to form long term relationships with all of our clients and provide them with service that is second to none. We pride ourselves in the communication process that we provide to all of our clients and feel that our superior service is what makes us stand out from other broker/consultants.

We work with the Employee Benefits &/or HR staff to provide a detailed Request for Proposal after carefully deciding what options an employer is looking for and what would be best for them based upon their groups individual needs. We then analyze all vendor proposals and provide a written assessment of all of the options. We have a special method that we use to assure the County that they will obtain the best possible plans at the cheapest price available in the marketplace. That information is included on the proposal procedures page. We agree to attend all meetings that will be required by the County &/or its employees, whether that is regular or open enrollment meetings. Communication is very key in making sure that your employees understand their Benefit plans and know how to utilize them in a manner that will provide them with the most benefit.

We like to share claims information and trends with the appropriate staff on a monthly basis so there are NO surprises on renewal. Frequently, we are able to pin down areas where benefits need to be tweaked when you keep a close eye on the monthly claims data that normally would go unnoticed.

11. Describe the issues and challenges, as you view them, facing the County in the upcoming year and describe how your organization can assist the County. Describe what makes your organization different than other organizations that may submit proposals for the County's consideration.

As with any governmental or public entity, cost is always paramount. You want to make sure that you can provide quality benefits to your employees but also try to put some deterrents into the policy that keep people from abusing the plan, such as higher Emergency Room copays. It is absolutely imperative that a wellness plan is instituted and employees are given some type of incentive to participate. Any group with 1,650 members has to do everything they can to help their employee's stay healthy. It's just a fact that the healthier your group, the smaller the increase you will see in your renewal premiums.

While our agency is not one of the biggest in town and we perhaps don't have all of the bells and whistles that larger agencies do, we feel one of the biggest things we have to offer Jackson County is our service and individual attention. We would anticipate that hardly a day will go by that we won't have something to do that pertains to the County. We will commit ourselves to serving Jackson County and its employees "365" days of the year. To some of the larger broker houses, the County will become "one" of their many large clients but to us you would continue to be one of our larger clients and you will definitely get all of the individual attention that you deserve.

One of the other things that I think sets us apart from the competition is the fact that we think it is of the utmost importance to make sure that the provider network is a good match for the group. We are very in touch with all of the health care providers and we constantly monitor network activity.

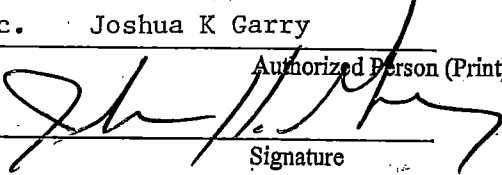
One last thing that employers are always interested in is the type of technology they can expect from our agency. We believe that technology issues are a very important criteria to consider; however, each of the Insurance carriers have spent millions of dollars on their individual programs and they offer these services to agents/brokers and employers as a part of what they can provide when they write a benefit package. We are familiar with each of the carriers programs and we know how to maximize the value that can be provided to Jackson County. When we are analyzing a prospective carrier on your behalf, we will take into consideration the type of technology services that they can provide you. We do not feel it is necessary to reinvent the wheel from our end – we are an insurance broker/consultant, not technology gurus.

We want to make sure that the Jackson County, Missouri Benefit programs are TRULY a benefit to its employees.

APPENDIX B – FEE PROPOSAL

I Joshua K Garry, hereby representing, Garry & Associates Ins Agency
 Agent Submitting RFP Firm or Company

Have read and reviewed the specification for benefit broker/consulting specifications. I state the herby offer meets or exceeds all requirements.

<u>Garry & Assoc Ins Agency, Inc.</u>	<u>Joshua K Garry</u>
Company Name	Authorized Person (Print)
<u>135 E 20th Avenue</u>	
Address	Signature
<u>North Kansas City, MO 64116</u>	<u>President</u>
City, State, Zip	Title
<u>816-221-9400</u>	<u>March 5, 2013</u>
Telephone #	Date
<u>43-1422978</u>	<u>C Corporation</u>
Tax ID#	Entity Type

Fixed Annual Fee for Broker/Consulting Services (Health & Dental only): \$ see options below

Garry & Associates Insurance Agency will work as your Broker/Consultant under either a fee basis (Option 1) or a commission structure (Option 2) depending upon the County's preference.

Option 1: If Jackson County wishes to pay Garry & Associates on a fee basis for the medical and dental plans, the annual cost would be \$90,000; payable on a monthly basis at \$7,500 per month.

Option 2: If Jackson County would be agreeable to compensating Garry & Associates through commissions built into the plans and fully disclosed on an annual basis, the commissions would be structured as a percentage of premiums and paid totally by the carrier (currently Blue Cross). Blue Cross contracts with Garry & Associates, as well as a limited number of other local agencies, to perform additional administrative services on their behalf in exchange for an administrative services fee. By performing these services for them it helps to reduce their internal operating costs. This cost is considered as a part of their overhead and is not an additional charge to your group.

By utilizing this approach, the County would be paying approximately .34% in annual commission (equivalent to approximately \$54,000 in 2013) versus \$90,000 paid directly to Garry & Associates by the County. Garry & Associates would then collect an additional 1.35% directly from Blue Cross for the administrative services fee.

This approach to compensation is unique to Blue Cross in our region. It would not only save the County money, but would also spread the cost of our services over all participants in the plan. The net result would be a total "cost" of \$54,000 to the County. Under this approach, we would also agree to handle your dental, life, supplemental life, short term and long term disability and long term care plans at no cost to the County.

Exhibit C

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Garry & Associates**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Garry & Associates**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2013. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date