

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute Legal Services Agreements with certain lawyers and law firms, at an aggregate cost to the County not to exceed \$[28,800.00] 28,900.00, for services to be performed in 2019.

RESOLUTION NO. 20260, September 16, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the County Counselor recommends that he be authorized to execute Legal Services Agreements with certain lawyers and law firms to provide legal services to the County that, due to their complex nature and/or the potential of a conflict of interest, are beyond the capabilities of the County Counselor's Office; and,

WHEREAS, the lawyers and law firms for whom contracts are recommended, the services to be provided, and not to exceed amounts for services to be performed in 2019 are as follows:

<u>Lawyer/Law Firm</u>	<u>Matter</u>	<u>Amount</u>
Encompass Resolutions Kansas City, MO	Human Resources Investigation	\$7,000
William G. Snyder Independence, MO	Collections and Assessment Matters (increase to existing contract)	\$18,800
Lathrop Gage Kansas City, MO	Tax Matter	\$[3,000] <u>3,100</u>
	Total	<u>\$[28,800]</u> <u>28,900</u>

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Legal Services Agreements with the law firms and lawyers identified in this Resolution, for a term ending December 31, 2019, at an aggregate to cost to the County not exceed \$[28,800.00] 28,900.00; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payments on the contracts.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20260 of September 16, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 1101 56020
ACCOUNT TITLE: General Fund
County Counselors
Legal Services
NOT TO EXCEED: \$[10,000.00] 10,100.00

ACCOUNT NUMBER: 045 1902 56020
ACCOUNT TITLE: Assessment Fund
Assessment
NOT TO EXCEED: \$18,800.00

9/26/19

Date



Chief Administrative Officer

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: September 26, 2019

RES # 20260

Department / Division Character/Description Not to Exceed


001 General Fund

1101 County Counselor 56020 Legal Services \$ 10,100

045 Assessment Fund

1902 Assessment 56020 Legal Services 18,800

\$ 28,900

 9/26/19

Budget Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending sections 24002, 24004., and 24005., Jackson County Code, 1984, relating to land use and development.

ORDINANCE NO. 5271, September 30, 2019

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, on November 6, 2018, Missouri voters approved article XIV to the Missouri Constitution, which legalized the use of medical marijuana in Missouri; and,

WHEREAS, section 7(11) of article XIV grants Missouri local governments the authority to “enact ordinances as regulations not in conflict with this section, governing the time, place, and manner of operation of (marijuana) facilities in the locality”; and,

WHEREAS, the Jackson County Plan Commission after a public hearing on September 19, 2019, voted 5 to 0 to recommend adoption of this Ordinance; and,

WHEREAS, after a review of article XIV in connection with the Jackson County United Development Code (Chapter 240, Jackson County Code, 1984), and in consideration of the recommendation of the Plan Commission, the Legislature has determined it to be in the best interest of the health, welfare, and safety of the citizens of Jackson County that the time, place, and manner regulations embodied in this Ordinance be adopted; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause.

Sections 24002., 24004., and 24005., Jackson County Code, 1984, are hereby amended by the addition/revision of the following subsections, with existing subsections to be renumbered accordingly:

24002.2 TERMS DEFINED

a. For the purpose of the UDC, the following terms, words and their derivations and phrases shall have the following meanings. If any words and phrases are not defined by these regulations, but are defined in state or federal laws, the state or federal law definition shall apply.

7. Administer. The direct applications of Marijuana to a qualifying patient by way of any of the following methods:

- (a) Ingestion of capsules, teas, oils, and other marijuana-infused products;
- (b) Vaporization or smoking of dried flowers, buds, plant material, extracts, or oils;
- (c) Application of ointments or balms;
- (d) Transdermal patches and suppositories;
- (e) Consuming Marijuana-infused food products; or
- (f) Any other method recommended by a qualifying patient's physician.

111. Marijuana or Marihuana. *Cannabis indica*, *Cannabis sativa*, and *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute Marijuana, as well as resin extracted from the plant and Marijuana-infused Products. "Marijuana" or "Marihuana" do not include industrial hemp containing a cropwide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

112. Marijuana-infused Products. Products that are infused with Marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures, and concentrates.
115. Medical Marijuana Cultivation Facility. A facility licensed by the Missouri Department of Health and Senior Services to acquire, cultivate, process, store, transport, and sell Marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-infused Products Manufacturing Facility.
116. Medical Marijuana Dispensary Facility. A facility licensed by the Missouri Department of Health and Senior Services to acquire, store, sell, transport, and deliver Marijuana, Marijuana-infused Products, and drug paraphernalia used to administer Marijuana as provided for in Article XIV of the Missouri Constitution to a qualifying patient, a primary caregiver, another Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or a Medical Marijuana-infused Products Manufacturing Facility.
117. Medical Marijuana-infused Products Manufacturing Facility. A facility licensed by the Missouri Department of Health and Senior Services to acquire store, manufacture, transport, and sell Marijuana-infused Products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-infused Products Manufacturing Facility.
118. Medical Marijuana Testing Facility. A facility certified by the Missouri Department of Health and Senior Services to acquire, test, certify, and transport Marijuana.
119. Medical Use. The production, possession, delivery, distribution, transportation, or administration of Marijuana or a Marijuana-infused Product, or drug paraphernalia used to administer Marijuana or a Marijuana-infused Product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's Qualifying Medical Condition.
158. Physician. An individual who is licensed and in good standing to practice medicine or osteopathy under Missouri law.

163. Qualifying Medical Condition. The condition of, symptoms related to, or side-effects from the treatment of:

- (a) Cancer;
- (b) Epilepsy;
- (c) Glaucoma;
- (d) Intractable migraines unresponsive to other treatment;
- (e) A chronic medical condition that causes severe, persistent pain or persistent muscle spasms, including but not limited to those associated with multiple sclerosis, seizures, Parkinson's disease, and Tourette's syndrome;
- (f) Debilitating psychiatric disorders, including but not limited to, posttraumatic stress disorder, if diagnosed by a state licensed psychiatrist;
- (g) Human immunodeficiency virus or acquired immune deficiency syndrome;
- (h) A chronic medical condition that is normally treated with a prescription medication that could lead to physical or psychological dependence, when a physician determines that medical use of marijuana could be effective in treating that condition and would serve as a safer alternative to the prescription medication;
- (i) Any terminal illness; or
- (j) In the professional judgment of a physician, any other chronic, debilitating or other medical condition, including, but not limited to, hepatitis C, amyotrophic lateral sclerosis, inflammatory bowel disease, Crohn's disease, Huntington's diseases, autism, neuropathies, sickle cell anemia, agitation of Alzheimer's disease, cachexia, and waste syndrome.

164. Qualifying Patient. A Missouri resident diagnosed with at least one Qualifying Medical Condition.

24004.2 AGRICULTURAL DISTRICT (AG)

- b. Permitted Uses.** The following uses are authorized as permitted uses subject to any conditions established in these district provisions:
 - 13. Medical Marijuana Cultivation Facility, subject to the conditions established in Section 24005.14, except as to any property located in a platted subdivision and improved with a residential dwelling unit.

24004.3 RESIDENTIAL RANCHETTE DISTRICT (RR)

- c. Conditional Uses.** The following conditional uses are authorized subject to the provisions of Section 24003.21.
 - 6. Medical Marijuana Cultivation Facility, pursuant to Section 24005.14.

24004.8 LOCAL BUSINESS DISTRICT (LB)

- c. Conditional Uses.** The following conditional uses are authorized, subject to the provisions of Section 244004.21.
 - 4. Medical Marijuana Dispensary Facility, pursuant to Section 24005.14, except as to any property improved with a residential dwelling unit.

24004.9 GENERAL BUSINESS DISTRICT (GB)

- b. Permitted Uses.** The following uses are authorized as permitted uses subject to any conditions established in these district provisions.
 - 11. Medical Marijuana Dispensary Facility, subject to the conditions established in Section 24005.14, except as to any property improved with a residential dwelling unit.

24004.11 LIGHT INDUSTRIAL DISTRICT (LI)

- b. Permitted Uses.** The following uses are authorized as permitted uses subject to any conditions established in these district provisions:

20. Medical Marijuana Cultivation Facility, subject to the conditions established in Section 24005.14.
21. Medical Marijuana Dispensary Facility, subject to the conditions established in section 24005.14.
22. Medical Marijuana-infused Products Manufacturing Facility, subject to the conditions established in Section 24005.14.
23. Medical Marijuana Testing Facility, subject to the conditions established in Section 24005.14.

24005.14 MEDICAL MARIJUANA BUSINESSES

Medical Marijuana Cultivation Facilities, Medical Marijuana Dispensary Facilities, Medical Marijuana-infused Products Manufacturing Facilities, and Medical Marijuana Testing Facilities are permitted uses in certain districts, and may be authorized as conditional uses in others. However, any such facility, without regard to whether it is a permitted or conditional use, must comply with the following conditions:

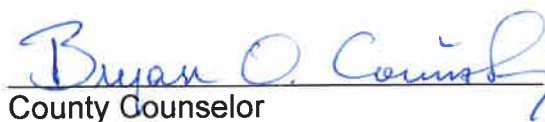
- a. All such facilities must be licensed by the Missouri Department of Health and Senior Services.
- b. No such facility may be initially located within one thousand feet of any then-existing elementary or secondary school, child day-care center, or church.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5271 introduced on September 30, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5271.

Date

Frank White, Jr., County Executive

REQUEST FOR LEGISLATIVE ACTION
EXECUTIVE OFFICE

Version 6/10/19



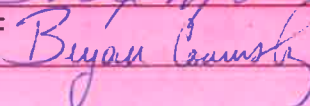
Completed by County Counselor's Office:

~~Res~~ Ord No.: 5271

Sponsor(s): Tony Miller

Date: September 30, 2019

SEP 23 2019

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: UDC Amendment - Medical Marijuana Uses and Facilities - LA-2019-037											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="358 478 1442 659"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$											
Amount previously authorized this fiscal year:												
Total amount authorized after this legislative action:	\$											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number:	\$											
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____											
CONTACT INFORMATION	RLA drafted by: RLA drafted by Randy Diehl, Administrator, Development Division, 881-4577											
REQUEST SUMMARY	Requesting sections 24002, 24004 and 24005 in the Jackson County Unified Development Code (County Code, Chapter 240) be amended to incorporate regulations relating to medical marijuana facilities. On November 6, 2018, Missouri voter approved article XIV to the Missouri constitution, which legalized the use of medical marijuana in Missouri. Section 7(11) of article XIV grants Missouri local governments the authority to "enact ordinances as regulations not in conflict with this section, governing the time, place and manner of operation of (marijuana) facilities in the locality". The Jackson County Plan Commission September 19, 2019 held a public hearing and accepted testimony pertaining to medical marijuana facilities. The Jackson County Plan Commission voted 5 to 0 to recommend APPROVAL to the County Legislature.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals											
ATTACHMENTS	See Attachment to RLA-2											
REVIEW	Department Director: Brian D. Gaddie, P.E. Director of Public Works 	Date: 9-20-19										
	Finance (Budget Approval): <i>If applicable</i>	Date:										
	Division Manager: 	Date: 9-23-19										
	County Counselor's Office: 	Date: 9/26/19										

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Randy Diehl gave the staff report:

September 19, 2019

RE: LA-2016-035

Applicant: Jackson County Public Works Department – Development Division
Medical Marijuana Facilities

Request: Requesting sections 24002, 24004., and 24005. Jackson County Code be amended/revised to incorporate regulations relating to medical marijuana facilities.

On November 6, 2018, Missouri voter approved article XIV to the Missouri constitution, which legalized the use of medical marijuana in Missouri. Section 7(11) of article XIV grants Missouri local governments the authority to "enact ordinances as regulations not in conflict with this section, governing the time, place and manner of operation of (marijuana) facilities in the locality".

Cultivation Facilities would be a permitted use within Districts AG (Agricultural), LI (Light Industrial), and HI (Heavy Industrial), except platted subdivisions (within District AG) improved with a residence.

District RR (Residential Ranchette) would be a permitted with a Conditional Use Permit.

Dispensary Facilities would be a permitted use within Districts GB (General Business), LI (Light Industrial), and HI (Heavy Industrial), and with a Conditional Use within District LB (Local Business), except as to a property (within District GB) improved with a residential dwelling unit.

District LB (Local Business) would be permitted with a Conditional Use Permit, except as to a property (within District LB) improved with a residential dwelling unit.

Testing Facilities would be a permitted use within Districts LI (Light Industrial), and HI (Heavy Industrial).

Manufacturing Facilities would be a permitted use within Districts LI (Light Industrial), and HI (Heavy Industrial).

Any facility, without regard to whether it is a permitted or conditional use, must comply with the following conditions:

- a. All such facilities must be licensed by the Missouri Department of Health and Senior Services.
- b. No such facility may be initially located within one thousand feet of any then-existing elementary or secondary school, child day-care center, or church.

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Discussion

Mr. Crawford: For example, Trophy Estates is an subdivision with Ag zoning.

Mr. Diehl: That is correct. There are quite a few subdivisions platted prior to the UDC that are within District AG (Agricultural). Salem East and that area have single, two, and multi-family zonings.

Mr. Tarpley: Is there any limit to how much they can cultivate?

Mr. Diehl: That would more than likely fall into the States regulations.

Mr. Crawford: What about enforcement?

Mr. Diehl: Whatever is adopted on the County level, we can enforce. If it requires a Conditional Use Permit or not, they still have to have the State licensing.

Mr. Tarpley: Whether we approve or deny, is that all we do here?

Mr. Diehl: This is the same procedure as a zoning, it will be taken up by the County Legislature.

Mr. Crawford: Could there be any non-compliance issues?

Mr. Diehl: We only received questions on three or four properties that might be locations for dispensaries. They were in commercial zoned areas.

Mr. Haley: Is all the cultivation inside buildings?

Mr. Diehl: I believe that's an option. Those that are planning on having those, more than likely have an idea on how to do it and have an inside facility.

Mr. Antey: In Colorado, I notice that most of the formerly vacant building were being utilized.

Mr. Diehl: Some cities are requiring that, I didn't find any specific one for another county that required indoor growing.

Motion to take under advisement.

Mr. Tarpley moved to take under advisement. Mr. Crawford seconded.

Discussion under advisement

Mr. Tarpley moved to approve. Mr. Crawford seconded.

Mr. Tarpley	Approve
Mr. Crawford	Abstain
Ms. Query	Approve
Mr. Haley	Approve
Mr. Gibler	Approve
Chairman Antey	Approve

Motion Carried 5 – 0

STAFF REPORT

PLAN COMMISSION
September 11, 2019

RE: LA-2016-035

Applicant: Jackson County Public Works Department – Development Division
Medical Marijuana Facilities

Request: Requesting sections 24002, 24004., and 24005. Jackson County Code be amended/revised to incorporate regulations relating to medical marijuana facilities.

On November 6, 2018, Missouri voter approved article XIV to the Missouri constitution, which legalized the use of medical marijuana in Missouri. Section 7(11) of article XIV grants Missouri local governments the authority to "enact ordinances as regulations not in conflict with this section, governing the time, place and manner of operation of (marijuana) facilities in the locality".

Cultivation Facilities would be a permitted use within Districts AG (Agricultural), LI (Light Industrial), and HI (Heavy Industrial), except platted subdivisions (within District AG) improved with a residence.

District RR (Residential Ranchette) would be a permitted with a Conditional Use Permit.

Dispensary Facilities would be a permitted use within Districts GB (General Business), LI (Light Industrial), and HI (Heavy Industrial), and with a Conditional Use within District LB (Local Business), except as to a property (within District GB) improved with a residential dwelling unit.

District LB (Local Business) would be permitted with a Conditional Use Permit, except as to a property (within District LB) improved with a residential dwelling unit.

Testing Facilities would be a permitted use within Districts LI (Light Industrial), and HI (Heavy Industrial).

Manufacturing Facilities would be a permitted use within Districts LI (Light Industrial), and HI (Heavy Industrial).

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by rezoning a certain 11.94+ acre tract from District AG (Agricultural) to District RE (Residential Estates).

ORDINANCE NO. 5272, September 30, 2019

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) District and the "RE" (Residential Estates) District, so that there will be transferred from District AG to District RE, a tract of land located in section 33, township 48. Range 30 Jackson County, with a street address of 10321 S. Perdue Road, legally described as follows:

Description:
Lot 1A, Replat of Lot 1, High Meadows

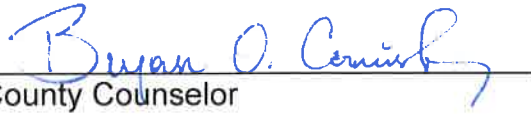
Section 2. The Legislature, pursuant to the application of Rex D and Mary Ann Luchtel (RZ-2019-574), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 6 to 0 to recommend APPROVAL of this application after a public hearing on September 19, 2019, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5272 introduced on September 30, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____
Abstaining _____ Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5272.

Date

Frank White, County Executive

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

EXECUTIVE OFFICE


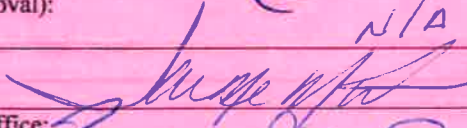
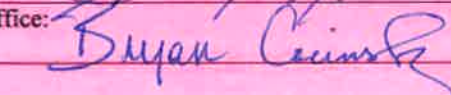
Completed by County Counselor's Office:

Res Ord No.: 5272

Sponsor(s): N/A

Date: September 30, 2019

SEP 23 2019

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Rex D & Mary Ann Luchtel - RZ-2019-574</u>																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="358 474 1442 657"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> <td>\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____		Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:			Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number:		\$
Amount authorized by this legislation this fiscal year:		\$															
Amount previously authorized this fiscal year:																	
Total amount authorized after this legislative action:		\$															
Amount budgeted for this item * (including transfers):		\$															
Source of funding (name of fund) and account code number:		\$															
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____																
CONTACT INFORMATION	RLA drafted by: <u>RLA drafted by Randy Diehl, Administrator, Development Division, 881-4577</u>																
REQUEST SUMMARY	Requesting a change of zoning from District AG (Agricultural) on 11.94 ± acres to District RE (Residential Estates). The 11.94 ± acres are located in Section 33, Township 48, Range 30, Jackson County, Missouri, 10321 S. Perdue Road, and specifically described on Attachment to RLA-1. Staff recommends approval because the change in zoning is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements. The Jackson County Plan Commission held a public hearing on September 19, 2019 and accepted testimony pertaining to the rezoning request. The Plan Commission voted 6 to 0 to recommend <u>APPROVAL</u> to the County Legislature.																
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals																
ATTACHMENTS	See Attachment to RLA-2																
REVIEW	Department Director: Brian D. Gaddie, P.E. Director of Public Works 	Date: 9.20.19															
	Finance (Budget Approval): If applicable	Date:															
	Division Manager: 	Date:															
	County Counselor's Office: 	Date: 9/26/19															

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

RZ-2019-574

ATTACHMENT TO RLA 1:

Description:

Lot 1A, Replat of Lot 1, High Meadows

ATTACHMENT TO RLA-2:

Attachments

Plan Commission Public Hearing Summary from September 19, 2019
Location Map
Staff Report
Affidavit of Publication in Independence Examiner
Names/Addresses of Surrounding Property Owners
Copy of letter to said property owners
Map showing current zoning district in area
County Code Chapter 240 – Unified Development Code
County Master Plan – “Strategy for the Future”
Application
Pictures of Property

Randy Diehl gave the staff report:

RE: RZ-2019-574

Applicant: Rex D & Mary Ann Luchtel

Location: Section 33 Township 48, Range 30, 10321 S. Perdue Road

Area: 11.94 ± acres

Request: Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

Purpose: Applicant is requesting the change in zoning in order to create two residential lots for single family homes. (Ex 1)

Current Land Use and Zoning in the Area:

The zoning in the area is Agricultural. Land use is single family residences.

The desire is divide the property for an addition residence which will occupy the northern portion of the lot. Lot 1-A was created in March 1995 prior to the adaptation of the Unified Development Code in June of 1995. Prior to the UDC land could be subdivided without a change in zoning.

Residential Estates is the zoning being requested. The minimum acreage for District RE is three acres. Using RE instead of District RR (Residential Ranchette) is due to the fact that the applicant is wishing keep the detached buildings on the proposed north lot and be able to meet the setbacks. District RR requires a 40 foot front yard and a 20 foot side yard setback. District RE requires a 30 foot front and a 15 foot side setbacks.

County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends APPROVAL of RZ-2019-574

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Mr. Antey: Are there any questions for Randy?

There were none

Mr. Antey: Is the applicant here?

Mary Ann Luchtel, 10321 S. Perdue Road

Mr. Antey: Do you have anything to add to the report?

Mrs. Luchtel: No

Mr. Antey: Will this have another driveway off of Perdue?

Mrs. Luchtel: Yes

Mr. Diehl: There is plenty of site distance for a driveway.

Mr. Antey: Is there anyone else who is in favor of this application?

There were none

Mr. Antey: Is there anyone who is opposed or has questions regarding this application?

There were none

Motion to take under advisement.

Mr. Crawford moved to take under advisement. Mr. Haley seconded.

Discussion under advisement

Mr. Tarpley moved to approve. Mr. Crawford seconded.

Mr. Tarpley	Approve
Mr. Crawford	Approve
Ms. Querry	Approve
Mr. Haley	Approve
Mr. Gibler	Approve
Chairman Antey	Approve

Motion Carried 6 – 0

STAFF REPORT

PLAN COMMISSION
September 19, 2019

RE: RZ-2019-574

Applicant: Rex D & Mary Ann Luchtel

Location: Section 33 Township 48, Range 30, 10321 S. Perdue Road

Area: 11.94 ± acres

Request: Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

Purpose: Applicant is requesting the change in zoning in order to create two residential lots for single family homes. (Ex 1)

Current Land Use and Zoning in the Area:

The zoning in the area is Agricultural. Land use is single family residences.

The desire is divide the property for an addition residence which will occupy the northern portion of the lot. Lot 1-A was created in March 1995 prior to the adaptation of the Unified Development Code in June of 1995. Prior to the UDC land could be subdivided without a change in zoning.

Residential Estates is the zoning being requested. The minimum acreage for District RE is three acres. Using RE instead of District RR (Residential Ranchette) is due to the fact that the applicant is wishing keep the detached buildings on the proposed north lot and be able to meet the setbacks. District RR requires a 40 foot front yard and a 20 foot side yard setback. District RE requires a 30 foot front and a 15 foot side setbacks.

County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends APPROVAL of RZ-2019-574

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Plan Commission September 19, 2019

RZ-2019-574

Property Owners Within 185 feet

parcel	owner	address	city	state	zip
54-700-03-41-00-0-00-000	BOISVERT DAVID R	10305 S PERDUE RD	GRAIN VALLEY	MO	64029
54-700-04-08-00-0-00-000	BROWN EDWARD J	10301 S PERDUE RD	GRAIN VALLEY	MO	64029
54-700-03-47-00-0-00-000	GERDTS KENNETH L & SCARLET KAY	10423 S PERDUE RD	GRAIN VALLEY	MO	64029-9165
54-700-04-07-00-0-00-000	HILL DANIEL O	923 NE WOODS CHAPEL RD STE 460	LEES SUMMIT	MO	64064
54-700-03-35-02-2-00-000	LUCHTEL SHAWN M & ASHLEY E-TR	10422 S PERDUE RD	GRAIN VALLEY	MO	64029
54-700-03-35-02-1-00-000	LUCHTEL REX D & MARY ANN-TR	10320 S PERDUE RD	GRAIN VALLEY	MO	64029
54-700-03-46-00-0-00-000	LUCHTEL REX D & MARY ANN-TR	10320 S PERDUE RD	GRAIN VALLEY	MO	64029
54-700-03-35-01-2-00-000	LUCHTEL REX D & MARY ANN-TR	10320 S PERDUE RD	GRAIN VALLEY	MO	64029
54-700-03-35-01-1-00-000	LUCHTEL REX D & MARY ANN-TR	10320 S PERDUE RD	GRAIN VALLEY	MO	64029



JACKSON COUNTY Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

September 4, 2019

RE: Public Hearing: RZ-2019-574
Rex & MaryAnn Luchtel

Dear Property Owner:

You are hereby invited to participate in a public hearing to be held by the Jackson County Plan Commission on a request by Rex & MaryAnn Luchtel for a change of zoning from District AG (Agricultural) on a 11.94 ± Acres to District RE (Residential Estates). The 11.94 ± acres are located in Section 33, Township 48, Range 30, Jackson County, Missouri, 10321 S. Perdue Road.

Please note that this request for a change of zoning affects only the property mentioned above. Adjacent properties will not be affected by the change of zoning. Taxes are based on the land use of a property not the zoning.

You are being notified pursuant to 24003.5 Chapter 240 (Unified Development Code) of the Jackson County Code, as being an adjacent property within 185' of the subject property.

The public hearing on this matter will be held by the Plan Commission on Thursday, September 19, 2019 at 8:30 a.m. in the Large Conference Room, 2nd Floor, Historic Truman Courthouse, 112 W. Lexington, Independence, MO.

If you know of any interested party who may not have received a copy of this letter, it would be appreciated if you would inform them of the time and place of the hearing.

If you have any questions concerning this matter, please contact the Development Division at 881-4649.

Sincerely,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Frank White, Jr., County Executive



RZ-2019-574
Rex and Mary/Ann Luchte

Exhibit 1

S PERDUE RD

E PERDUE RD

S PERDUE RD

Lake Lotawana

X ST

AE

**JACKSON COUNTY, MISSOURI
APPLICATION FOR CHANGE OF ZONING**

APPLICANT INFORMATION:

1. Application must be filed with the Jackson County Planning and Development Division, 303 W. Walnut, Independence, Missouri 64050 by the date on the Plan Commission Calendar.
 2. Application must be typed or printed in a legible manner.
 3. All applicable sections must be completed. If you need more space to provide information, please use separate 8 1/2"x11" paper, reference the application number and attach it to the application. Incomplete applications will not be accepted and will be returned to the applicant.
 4. Attach application for subdivision approval, consistent with the requirements of UDC Section 24003.10, as may be required.
 5. The filing fee (non-refundable) must accompany application.
(Check payable to: Manager of Finance)
\$350.00 – Change of Zoning to Residential
\$500.00 – Change of Zoning to Commercial or Industrial
-

TO BE COMPLETED BY OFFICE PERSONNEL ONLY:

Rezoning Case Number RZ- 2019- 574
Date filed 8-21-19 Date of hearing _____
Date advertised _____ Date property owners notified _____
Date signs posted _____

Hearings:

Heard by _____	Date _____	Decision _____
Heard by _____	Date _____	Decision _____
Heard by _____	Date _____	Decision _____

BEGIN APPLICATION HERE:

1. **Data on Applicant(s) and Owner(s):**
 - a. Applicant(s) Name: Rex + Mary Ann LUCHTEL
Address: 10320 S. Perdue Rd
Grain Valley, MO 64029
Phone: 816 447-8346
 - b. Owner(s) Name: Same
Address: _____
Phone: _____
 - c. Agent(s) Name: _____

Address: _____

Phone: _____

d. Applicant's interest in Property: _____

2. General location (Road Name) 10321 S. Perdue Rd, Grain Valley, MO 64029

3. Present Zoning AG Requested Zoning RR

4. AREA (sq. ft. / acres) 1194 Ac.

5. Legal Description of Property: (Write Below or Attached 9)

Don't have one SEE ATTACHED DEED

6. Present Use of Property: Resident

7. Proposed Use of Property: Resident

8. Proposed Time Schedule for Development: Immediately

9. What effect will your proposed development have on the surrounding properties?

Will add (1) house.

10. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map? No

If so, will any improvements be made to the property which will increase or decrease the elevation? _____

11. Describe the source/method which provides the following services, and what effect the development will have on same:

a. Water Will add (1) Water Meter

b. Sewage disposal Septic

c. Electricity Service for (1) House will be added KEPL

d. Fire and Police protection JCSO

12. Describe existing road width and condition: 20 ft Asphalt

13. What effect will proposed development have on existing road and traffic conditions? None that I am aware of.

14. Are any state, federal, or other public agencies approvals or permits required for the proposed development? None that I am aware of

If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): _____

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature		Date
Property Owner(s)	<u>Rex Lutz</u> <u>Mary A Lutz</u>	<u>8-21-19</u> <u>8-21-19</u>
Applicant(s):	<u>Rex Lutz</u> <u>Mary A Lutz</u>	<u>8-21-19</u> <u>8-21-19</u>
Contract Purchaser(s):	_____	_____

STATE OF Missouri
COUNTY OF Jackson

On this 21st day of August, in the year of 2019, before me the undersigned notary public, personally appeared Rex Lutz

known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public [Signature]

Commission Expires June 18, 2022



RZ-2019-574
Rex and MaryAnn Luchtel

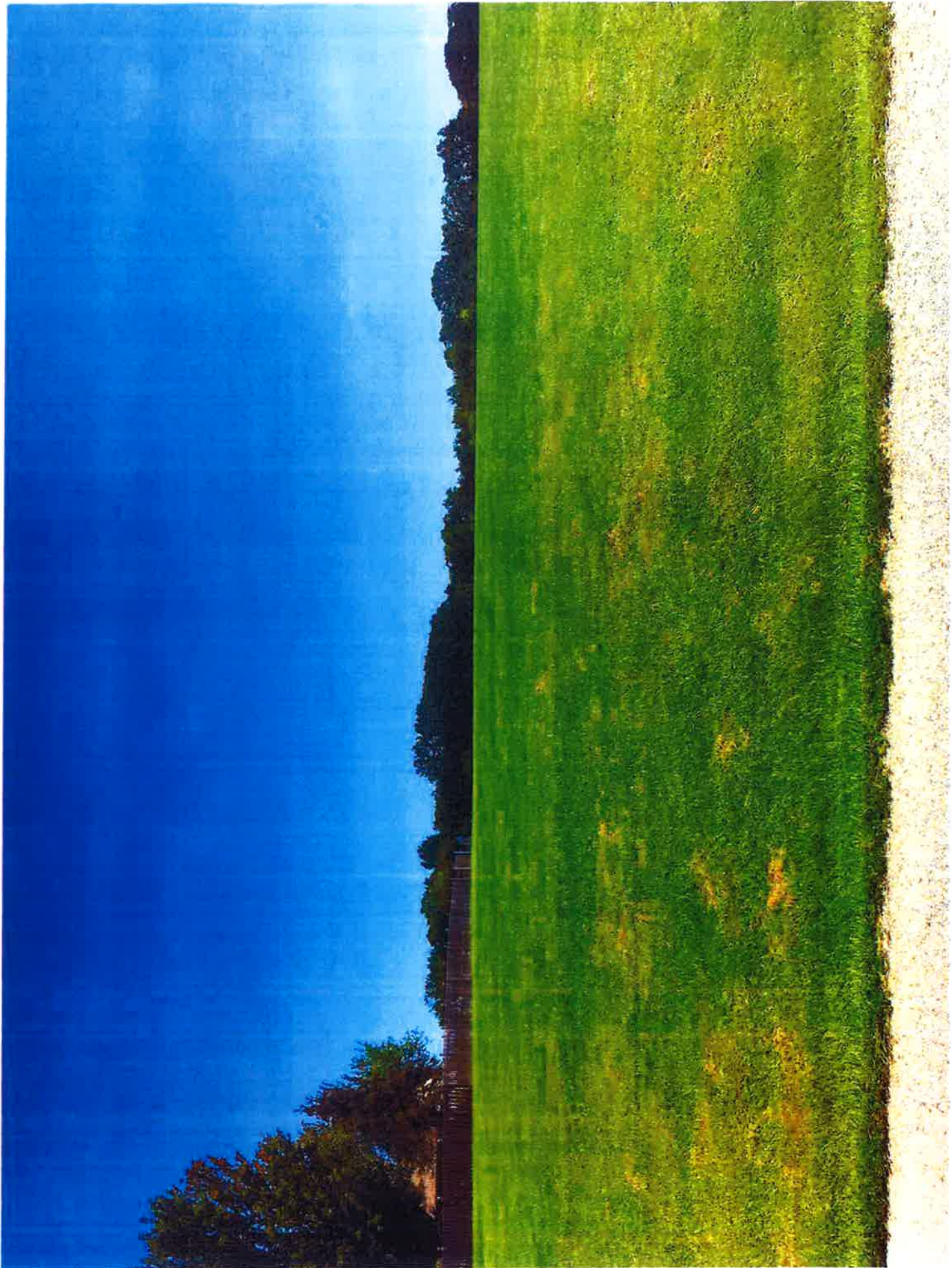
Exhibit 2
E PERDUE RD

S PERDUE RD











IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by rezoning a certain 3.00± acre tract from District AG (Agricultural) and District GB (General Business) to District LI (Light Industrial).

ORDINANCE NO. 5273, September 30, 2019

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) District and the "GB" (General Business) District, so that there will be transferred from District AG and GB to District LI a tract of land located in section 32, township 49, range 30, Jackson County, with a street address of 1455 AA Highway, legally described as follows:

Description: All that part of the Southwest Quarter of the Southeast Quarter of Section 32, Township 49, Range 30, described as follows: Beginning at a point 409.6 feet East and 30 feet North of the Southwest corner of the Southeast Quarter of Section 32, Township 49, Range 30, said point being on the North line of US Highway No. 40; thence East 439.6 feet; thence North 184.91 feet; thence South 67 degrees 30 minutes West 517.99 feet to the point of beginning; Also, All that part of the South Half of the Southeast Quarter Section 32, Township 49, Range 30, described as follows: Beginning 339.2 feet East and 30 feet North of the Southwest corner of the Southeast Quarter of Section 32, Township 49, Range 30. Said point being on the North line of US Highway No. 40; thence East 70.4 feet; thence North 67 degrees 30 minutes East 1760 feet, more or less, to a point 613 feet West of the East line of said Quarter Section, said point being the intersection with the South line of the right of way of the Chicago and Alton Railway Company; thence Southwesterly along the South line of said right of way to a point due North of beginning; thence South 326.6 feet to beginning, Except a 2.58 acre tract of land deed to Frank Boarman and Margie Boarman, by Warranty Deed, dated September 3, 1947, recorded in Book 813 at Page 256, Instrument No. 532212, and also Except a tract of land deeded to Delbert L. Bearce and Alyce L. Bearce, by Warranty Deed, dated April 27, 1950, recorded in Book 888 at Page 660, Instrument No. 563509; all in Jackson County, Missouri.

Section 2. The Legislature, pursuant to the application of Twenty-Twenty Properties, LLC (RP-2019-573), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 6 to 0 to recommend APPROVAL of this application after a public hearing on September 19, 2019, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5273 introduced on September 30, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5273.

Date

Frank White, County Executive

EXECUTIVE REQUEST FOR LEGISLATIVE ACTION
REQUEST OFFICE

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5273

Sponsor(s): N/A

Date: September 30, 2019

SEP 23 2019

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: Twenty Twenty Properties, LLC - RZ-2019-573										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:	\$										
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____										
CONTACT INFORMATION	RLA drafted by: RLA drafted by Randy Diehl, Administrator, Development Division, 881-4577										
REQUEST SUMMARY	Requesting a change of zoning from District AG (Agricultural) and District GB (General Business) on a 3.00 ± acre tract to District LI (Light Industrial). The purpose is for a construction company office and storage and equipment. The 3.00 ± acres are located in Section 32, Township 49, Range 30, Jackson County, Missouri, at 1455 AA Highway, and specifically described on Attachment to RLA-1. Staff recommends approval because the change in zoning is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements. The Jackson County Plan Commission held a public hearing on September 19, 2019 and accepted testimony pertaining to the rezoning request. The Plan Commission voted 6 to 0 to recommend <u>APPROVAL</u> to the County Legislature.										
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals										
ATTACHMENTS	See Attachment to RLA-2										
REVIEW	<table border="1"> <tr> <td>Department Director: Brian D. Gaddie, P.E. Director of Public Works</td> <td>Date: 9-20-19</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date: N/A</td> </tr> <tr> <td>Division Manager:</td> <td>Date: 9-23-19</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date: 9/26/19</td> </tr> </table>	Department Director: Brian D. Gaddie, P.E. Director of Public Works	Date: 9-20-19	Finance (Budget Approval): <i>If applicable</i>	Date: N/A	Division Manager:	Date: 9-23-19	County Counselor's Office:	Date: 9/26/19		
Department Director: Brian D. Gaddie, P.E. Director of Public Works	Date: 9-20-19										
Finance (Budget Approval): <i>If applicable</i>	Date: N/A										
Division Manager:	Date: 9-23-19										
County Counselor's Office:	Date: 9/26/19										

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

RZ-2019-573

ATTACHMENT TO RLA 1:

Description:

All that part of the Southwest Quarter of the Southeast Quarter of Section 32, Township 49, Range 30, described as follows: Beginning at a point 409.6 feet East and 30 feet North of the Southwest corner of the Southeast Quarter of Section 32, Township 49, Range 30, said point being on the North line of US Highway No. 40; thence East 439.6 feet; thence North 184.91 feet; thence South 67 degrees 30 minutes West 517.99 feet to the point of beginning;

Also,

All that part of the South Half of the Southeast Quarter Section 32, Township 49, Range 30, described as follows: Beginning 339.2 feet East and 30 feet North of the Southwest corner of the Southeast Quarter of Section 32, Township 49, Range 30. Said point being on the North line of US Highway No. 40; thence East 70.4 feet; thence North 67 degrees 30 minutes East 1760 feet, more or less, to a point 613 feet West of the East line of said Quarter Section, said point being the intersection with the South line of the right of way of the Chicago and Alton Railway Company; thence Southwesterly along the South line of said right of way to a point due North of beginning; thence South 326.6 feet to beginning, Except a 2.58 acre tract of land deed to Frank Boarman and Margie Boarman, by Warranty Deed, dates Septe3mber 3, 1947, recorded in Book 813 at Page 256, Instrument No. 532212, and also Except a tract of land deeded to Delbert L. Bearce and Alyce L. Bearce, by Warranty Deed, dated April 27, 1950, recorded in Book 888 at Page 660, Instrument No. 563509; all in Jackson County, Missouri.

ATTACHMENT TO RLA-2:

Attachments

Plan Commission Public Hearing Summary from September 19, 2019

Location Map

Staff Report

Affidavit of Publication in Independence Examiner

Names/Addresses of Surrounding Property Owners

Copy of letter to said property owners

Map showing current zoning district in area

County Code Chapter 240 – Unified Development Code

County Master Plan – “Strategy for the Future”

Application

Pictures of Property

Randy Diehl gave the staff report:

RE: RZ-2019-573

Applicant: Twenty-Twenty Properties, LLC

Location: Section 32, Township 49, Range 30, 1455 SE AA Highway

Area: 3.00 ± acres

Request: Change of zoning from District AG (Agricultural) and District GB (General Business) on a 3.00 ± acre tract to District LI (Light Industrial)

Purpose: Applicant is requesting the change for a construction company office, storage and equipment.

Current Land Use and Zoning in the Area:

The zoning in the area is Agricultural, General and Local Business, and Light Industrial. The Local Business portion was zoned in 1947. The rezoning included the property to the east. There is Light Industrial Zoning to the west of the subject property, however the properties are vacant.

Land use is a mix of single family, a tavern, a daycare and automotive repair.

The property will need to be platted into a one lot subdivision.

Parking areas will need to be paved in accordance with the Unified Development Code. Drainage improvements will be required.

Waste water will be handled by an on-site waste water system.

Outdoor storage areas shall be screened by a 6 foot fence. The applicant is asking for Light Industrial as that it allows for open storage. However it would be required to be screened by a solid fence. General Business does not allow for open storage.

Any improvements to the driveway or adding additional entrances would be permitted by the City of Blue Springs.

County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends APPROVAL of RZ-2019-573

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Mr. Antey: Are there any questions for Randy?

Mr. Tarpley: Is there anyone living on the property?

Mr. Diehl: It appears to be vacant.

Mr. Crawford: The Tavern has two zonings?

Mr. Diehl: Yes, it is split between Local Business and Agricultural. It is a Legal Non-Conforming, so it is allowed. If the land use were to change, then the property would need to come into compliance with the Development Code.

Mr. Antey: Is the applicant here?

Anthony Lipari: 1608 SW 18th Street Court, Blue Springs

Mr. Antey: Do you have anything to add to the report?

Mr. Lipari: I think he's covered everything.

Mr. Antey: Is there anyone else who is in favor of this application?

There were none

Mr. Antey: Is there anyone who is opposed or has questions regarding this application?

There were none

Motion to take under advisement.

Mr. Tarpley moved to take under advisement. Mr. Crawford seconded.

Discussion under advisement

Mr. Crawford moved to approve. Mr. Haley seconded

Mr. Tarpley	Approve
Mr. Crawford	Approve
Ms. Query	Approve
Mr. Haley	Approve
Mr. Gibler	Approve
Chairman Antey	Approve

Motion Carried 6 – 0

STAFF REPORT

PLAN COMMISSION September 19, 2017

RE: RZ-2019-574

- Applicant:** Twenty-Twenty Properties, LLC
- Location:** Section 32, Township 49, Range 30, 1455 SE AA Highway
- Area:** 3.00 ± acres
- Request:** Change of zoning from District AG (Agricultural) and District GB (General Business) on a 3.00 ± acre tract to District LI (Light Industrial)
- Purpose:** Applicant is requesting the change for a construction company office, storage and equipment.

Current Land Use and Zoning in the Area:

The zoning in the area is Agricultural, General and Local Business, and Light Industrial. The Local Business portion was zoned in 1947. The rezoning included the property to the east. There is Light Industrial Zoning to the west of the subject property, however the properties are vacant.

Land use is a mix of single family, a tavern, a daycare and automotive repair.

The property will need to be platted into a one lot subdivision.

Parking areas will need to be paved in accordance with the Unified Development Code. Drainage improvements will be required.

Waste water will be handled by an on-site waste water system.

Outdoor storage areas shall be screened by a 6 foot fence.

Any improvements to the driveway or adding additional entrances would be permitted by the City of Blue Springs.

County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

Recommendation:

This request for rezoning is consistent with the intent and purpose of the **County Plan**.

Staff recommends APPROVAL of RZ-2019-573

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

**JACKSON COUNTY, MISSOURI
APPLICATION FOR CHANGE OF ZONING**

APPLICANT INFORMATION:

1. Application must be filed with the Jackson County Planning and Development Division, 303 W. Walnut, Independence, Missouri 64050 by the date on the Plan Commission Calendar.
 2. Application must be typed or printed in a legible manner.
 3. All applicable sections must be completed. If you need more space to provide information, please use separate 8 1/2"x11" paper, reference the application number and attach it to the application. Incomplete applications will not be accepted and will be returned to the applicant.
 4. Attach application for subdivision approval, consistent with the requirements of UDC Section 24003.10, as may be required.
 5. The filing fee (non-refundable) must accompany application.
(Check payable to: Manager of Finance)
\$350.00 – Change of Zoning to Residential
\$500.00 – Change of Zoning to Commercial or Industrial
-

TO BE COMPLETED BY OFFICE PERSONNEL ONLY:

Rezoning Case Number RZ- 2019- ~~PC~~ 573
Date filed 7-29-19 Date of hearing 9-18-19
Date advertised 9-4-19 Date property owners notified 9-4-19
Date signs posted 9-4-19
Hearings: Heard by PC Date 9-18-19 Decision _____
Heard by LU Date _____ Decision _____
Heard by LG Date _____ Decision _____

BEGIN APPLICATION HERE:

1. **Data on Applicant(s) and Owner(s):**
 - a. Applicant(s) Name: Twenty-Twenty Properties, LLC
Address: X John Crawford, Anthony M Lipari Jr.
X 1016 Cheatham Road, Bates City, MO 64011
Phone: X 816-365-7675, 816-365-7674
 - b. Owner(s) Name: Goldie F Williams
Address: 519 NW Willow Drive, Grain Valley, MO 64029
Phone: _____
 - c. Agent(s) Name: _____

Address: _____

Phone: _____

- d. Applicant's interest in Property: Wanting to purchase property
2. General location (Road Name) 1455 AA Highway, Blue Springs, MO
3. Present Zoning Gen business/agricultural Requested Zoning Light Industrial
4. AREA (sq. ft. / acres) approximately 3 acres
5. Legal Description of Property: (Write Below or Attached 9)
attached
6. Present Use of Property: Residential
7. Proposed Use of Property: Small construction company office, building for storage, equipment storage
8. Proposed Time Schedule for Development: _____
ASAP
9. What effect will your proposed development have on the surrounding properties?
There are other commercial property in the area. We will clean up and improve the property.
10. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map? No
If so, will any improvements be made to the property which will increase or decrease the elevation? No
11. Describe the source/method which provides the following services, and what effect the development will have on same:
- a. Water City of Blue Springs - None
 - b. Sewage disposal Septic - None
 - c. Electricity KCP&L - None
 - d. Fire and Police protection Central Jackson County - None
12. Describe existing road width and condition: AA Highway - 2 lane good condition

13. What effect will proposed development have on existing road and traffic conditions? None -

14. Are any state, federal, or other public agencies approvals or permits required for the proposed development? No

If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): _____

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature

Date

Property Owner(s)

Goldie Williams

July 12, 19

Applicant(s):

John Cross
Wynne J. S.

July 12, 2019
7/12/19

Contract Purchaser(s):

STATE OF

Missouri

COUNTY OF

Jackson

On this 12 day of July, in the year of 2019, before me the undersigned notary public, personally appeared Goldie Williams

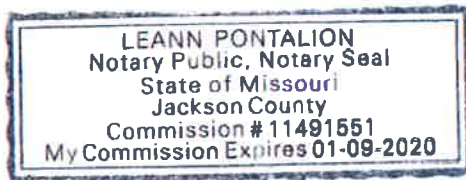
known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Leann Pontalio

Commission Expires _____





JACKSON COUNTY Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

September 4, 2019

RE: Public Hearing: RZ-2019-573
Twenty-Twenty Properties, LLC

Dear Property Owner:

You are hereby invited to participate in a public hearing to be held by the Jackson County Plan Commission on a request by Twenty-Twenty Properties, LLC for a change of zoning from District AG (Agricultural) and District GB (General Business) on a 3.00 ± acre tract to District LI (Light Industrial). The purpose is for a construction company office and storage and equipment. The 3.00 ± acres are located in Section 32, Township 49, Range 30, Jackson County, Missouri, at 1455 AA Highway.

Please note that this request for a change of zoning affects only the property mentioned above. Adjacent properties will not be affected by the change of zoning. Taxes are based on the land use of a property not the zoning.

You are being notified pursuant to 24003.5 Chapter 240 (Unified Development Code) of the Jackson County Code, as being an adjacent property within 185' of the subject property.

The public hearing on this matter will be held by the Plan Commission on Thursday, September 19, 2019 at 8:30 a.m. in the Large Conference Room, 2nd Floor, Historic Truman Courthouse, 112 W. Lexington, Independence, MO.

If you know of any interested party who may not have received a copy of this letter, it would be appreciated if you would inform them of the time and place of the hearing.

If you have any questions concerning this matter, please contact the Development Division at 881-4649.

Sincerely,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

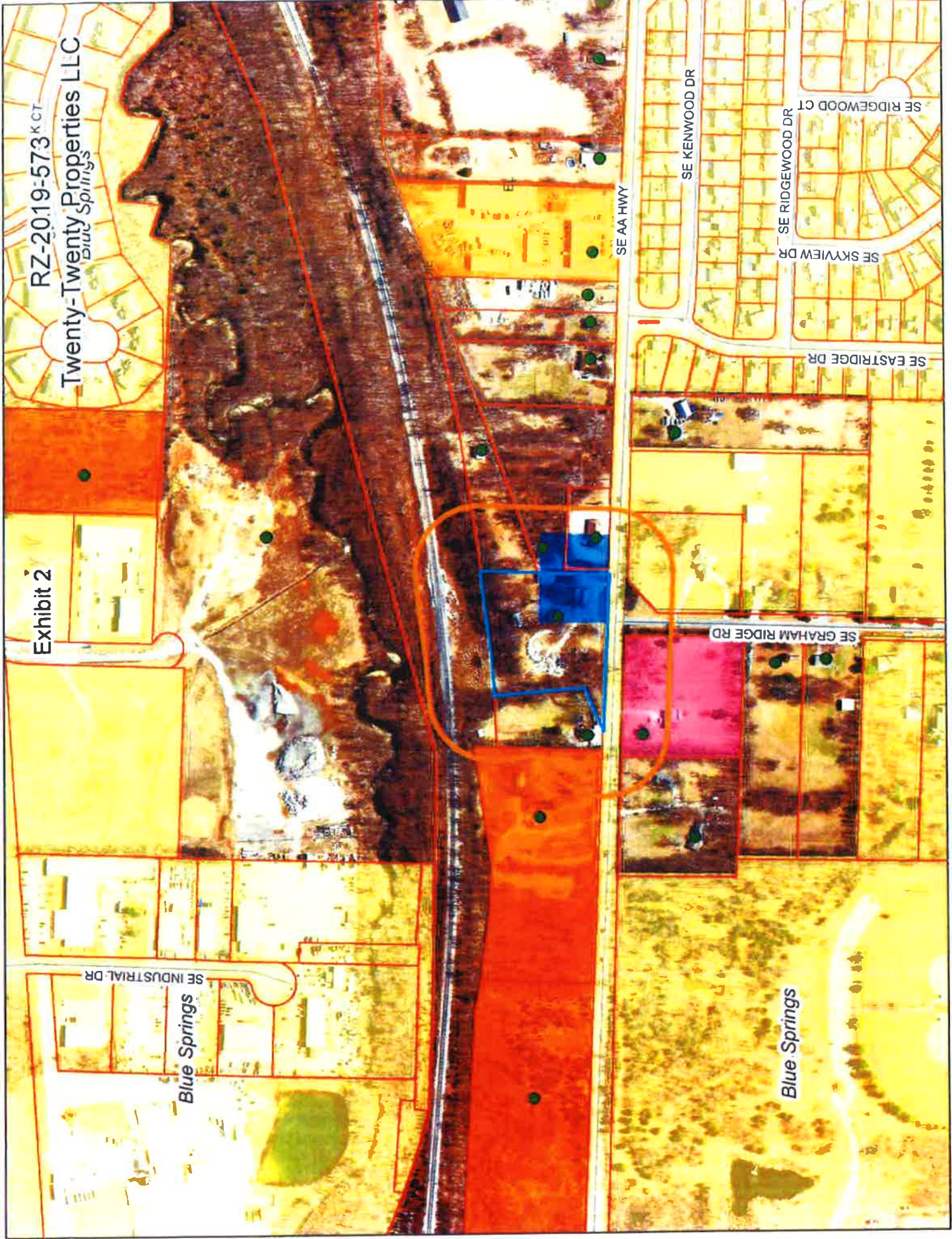
Frank White, Jr., County Executive

Plan Commission September 19, 2019

RZ-2019-573

Property Owners Within 185 feet

parcel	owner	address	city	state	zip
36-800-04-11-00-0-00-000	ALAMANA INVESTMENTS INC	8513 E 108TH TER	KANSAS CITY	MO	64134
41-210-08-23-00-0-00-000	DAVENPORT TIMOTHY II & AMY	1501 NW 18TH ST	BLUE SPRINGS	MO	64015
36-800-04-09-00-0-00-000	HARRIS CYNTHIA	1355 SE M AA HWY	BLUE SPRINGS	MO	64014
36-800-04-22-00-0-00-000	KHAKH MANINDERPAL K &	912 NW BERKSHIRE DR	BLUE SPRINGS	MO	64015
36-800-04-20-00-0-00-000	MAUER SANDRA SUE (THOMAS)	3341 BLUE RIDGE BLVD	INDEPENDENCE	MO	64052
41-210-08-04-00-0-00-000	MOLITOR GARY D & SANDRA	PO BOX 454	BLUE SPRINGS	MO	64015
36-800-04-19-00-0-00-000	REINBOLD GAUIS W & KIMBERLY A	PO BOX 311	OAK GROVE	MO	64075
41-210-08-03-00-0-00-000	UGARTE MARTIN M & ANGELICA	1404 SE PICCADILLY ST	BLUE SPRINGS	MO	64014
36-800-04-23-00-0-00-000	WILLIAMS GOLDIE F	519 NW WILLOW DR	GRAIN VALLEY	MO	64029



RZ-2019-573 K CT

Twenty-Twenty Properties LLC
Blue Springs

Exhibit 2

SE INDUSTRIAL DR

Blue Springs

SE AA HWY

SE KENWOOD DR

SE RIDGEWOOD CT

SE SKYVIEW DR

SE RIDGEWOOD DR

SE EASTRIDGE DR

SE GRAHAM RIDGE RD

Blue Springs

Exhibit 3

RZ-2019-573

Twenty-Two Properties LLC

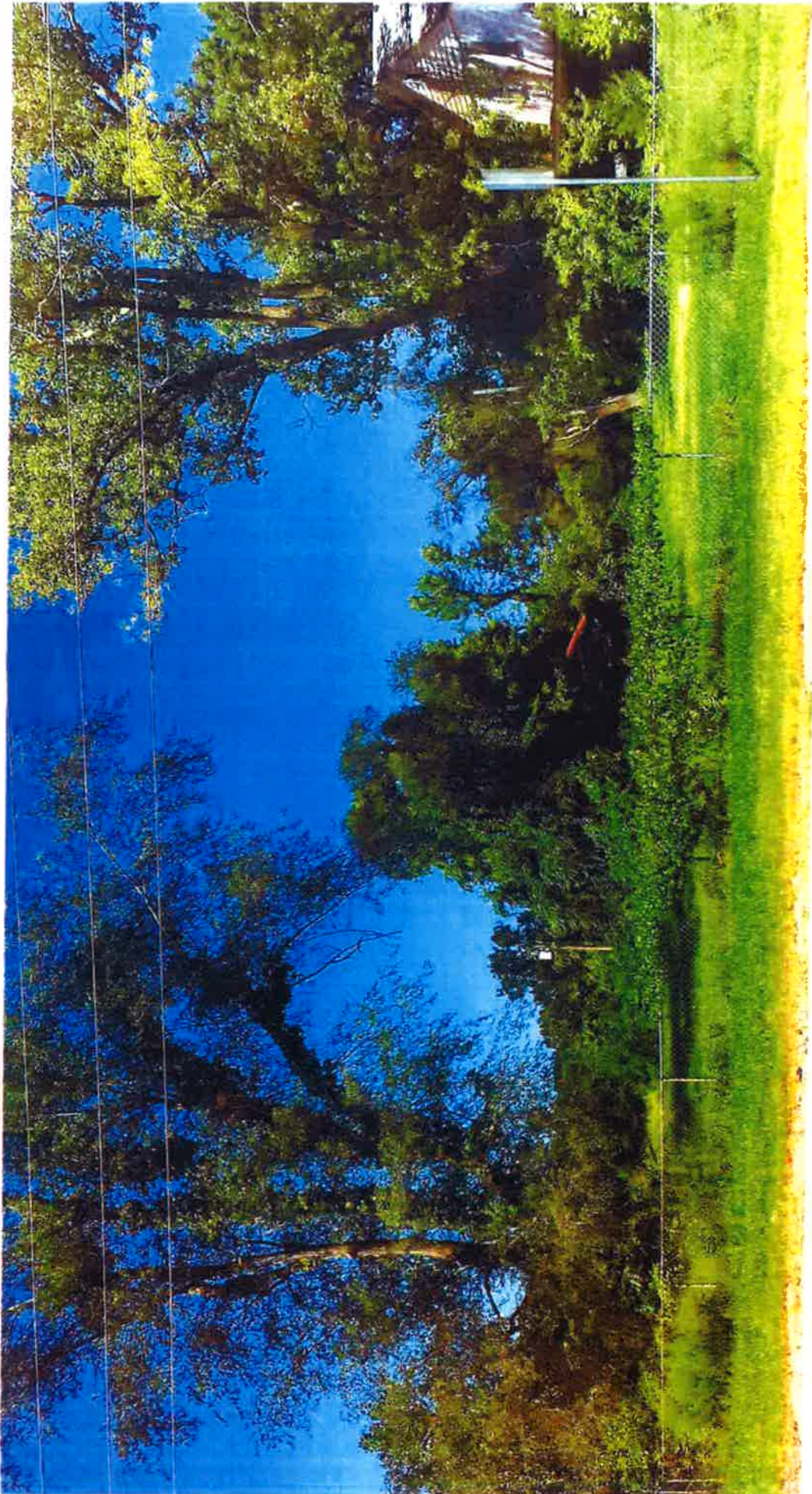


Blue Springs

SE GRAHAM RIDGE RD

SE AA HWY







IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$22,200.00 within the 2019 General Fund to cover the purchase of emergency vehicle equipment for use by the Sheriff's Office.

RESOLUTION NO. 20268, September 30, 2019

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Sheriff's Office has a need to purchase emergency vehicle equipment from an existing County term and supply vendor; and,

WHEREAS, a transfer is necessary to cover this purchase; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2019 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Sheriff			
001-4201	56790 – Other Contractual Svc.	\$22,200	
001-4201	58170 – Other Equipment		\$22,200

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20268 of September 30, 2019, as duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 001 4201 56790
ACCOUNT TITLE: General Fund
Sheriff
Other Contractual Services
NOT TO EXCEED: \$22,200.00

9/26/19
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20268

Sponsor(s): Jeanie Lauer

Date: September 30, 2019

SEP 20 2019

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p><i>resolution BE</i></p> <p>Project/Title: An ordinance transferring \$22,200.00 within the Sheriff's Office budget for the purchase of emergency vehicle equipment from county contracted vendor, 911 Customs.</p>													
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$22,200.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$22,200.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$22,200.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM 001-4201-56790 – other contractual services</td> <td>\$22,200.00</td> </tr> <tr> <td>TO: 001-4201- 58170 - other equipment</td> <td>\$22,200.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use:</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$22,200.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$22,200.00	Amount budgeted for this item * (including transfers):	\$22,200.00	Source of funding (name of fund) and account code number: FROM 001-4201-56790 – other contractual services	\$22,200.00	TO: 001-4201- 58170 - other equipment	\$22,200.00
Amount authorized by this legislation this fiscal year:	\$22,200.00													
Amount previously authorized this fiscal year:														
Total amount authorized after this legislative action:	\$22,200.00													
Amount budgeted for this item * (including transfers):	\$22,200.00													
Source of funding (name of fund) and account code number: FROM 001-4201-56790 – other contractual services	\$22,200.00													
TO: 001-4201- 58170 - other equipment	\$22,200.00													
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>													
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Devyn Horsley, Administrative Specialist, 816-541-8017</p> <p><i>resolution BE</i></p>													
<p>REQUEST SUMMARY</p>	<p>An ordinance transferring \$22,200.00 within the Sheriff's Office budget for the purchase of emergency vehicle equipment from county contracted vendor, 911 Customs.</p>													
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>													
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>													
<p>ATTACHMENTS</p>	<p>Quote no. 38354</p>													
<p>REVIEW</p>	<table border="1"> <tr> <td>Department Director: <i>A/mason D. Lynn</i></td> <td>Date: 9-19-2019</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date: 9/20/19</td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: 9-23-19</td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Conroy</i></td> <td>Date: 9/26/19</td> </tr> </table>		Department Director: <i>A/mason D. Lynn</i>	Date: 9-19-2019	Finance (Budget Approval): <i>If applicable</i>	Date: 9/20/19	Division Manager: <i>[Signature]</i>	Date: 9-23-19	County Counselor's Office: <i>Bryan Conroy</i>	Date: 9/26/19				
Department Director: <i>A/mason D. Lynn</i>	Date: 9-19-2019													
Finance (Budget Approval): <i>If applicable</i>	Date: 9/20/19													
Division Manager: <i>[Signature]</i>	Date: 9-23-19													
County Counselor's Office: <i>Bryan Conroy</i>	Date: 9/26/19													

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Invoice

09/18/2019

911 Custom

911 Custom
6970 W 152nd Ter
Overland Park, KS 66223
Phone: 913-390-8540
Email: sales@911custom.com

38354



Bill To:

Jackson County Sheriff's Office
Jackson County Sheriff
4001 NE Lakewood Ct
Lee's Summit, MO 64064

Ship To:

Jackson County Sheriff's Office
Jackson County Sheriff
4001 NE Lakewood Ct
Lee's Summit, MO 64064

Customer: Jackson County SO - MO

Contact: Jackson County Sheriff's Offic

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Kevin	NET30	Origin	Will Call		09/18/2019

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	WG-4RE-OSL - WATCHGUARD 4RE CAMERA SYSTEM OSL (SPECIFY VEHICLE)	\$ 5,360.00	4 ea	\$ 21,440.00
2	Sale	WG-4RE-WRL-KIT-101 - WIRELESS KIT	\$ 190.00	4 ea	\$ 760.00

Subtotal:	\$ 22,200.00
Sales Tax:	\$ 0.00
Total:	\$ 22,200.00
Paid:	\$ 0.00
Balance Due:	\$ 22,200.00

Approval: _____ Date: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$40,000.00 within the 2019 Special Road & Bridge Fund to cover a budget shortfall for overtime within the Public Works Department.

RESOLUTION NO. 20269, September 30, 2019

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Public Works Department has experienced a budget shortfall in its account for overtime salaries within its Road and Bridge Maintenance Division; and,

WHEREAS, a transfer is necessary to cover this cost; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 Special Road & Bridge Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund			
Road & Bridge Maintenance			
004-1506	55010-Regular Salaries	\$40,000	
004-1506	55030-Overtime Salaries		\$40,000

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20269 of September 30, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 004 1506 55010
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Regular Salaries
NOT TO EXCEED: \$40,000.00

9/26/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

SEP 20 2019

Version 6/10/19



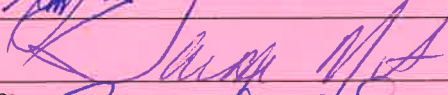

Completed by County Counselor's Office:

Res/Ord No.: 20269

Sponsor(s): Scott Burnett

Date: September 30, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution Requesting a Transfer of Existing Funds within the Special Road and Bridge Fund to Pay for Overtime Salaries.</p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$40,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$40,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM: 004-1506-55010 (Special Road and Bridge Fund – Road and Bridge Maintenance - Regular Salary)</td> <td>\$40,000</td> </tr> <tr> <td>TO: 004-1506-55030 (Special Road and Bridge Fund – Road and Bridge Maintenance – Overtime Salaries)</td> <td>\$40,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$40,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$40,000	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:		FROM: 004-1506-55010 (Special Road and Bridge Fund – Road and Bridge Maintenance - Regular Salary)	\$40,000	TO: 004-1506-55030 (Special Road and Bridge Fund – Road and Bridge Maintenance – Overtime Salaries)	\$40,000
Amount authorized by this legislation this fiscal year:	\$40,000														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$40,000														
Amount budgeted for this item * (including transfers):	\$0														
Source of funding (name of fund) and account code number:															
FROM: 004-1506-55010 (Special Road and Bridge Fund – Road and Bridge Maintenance - Regular Salary)	\$40,000														
TO: 004-1506-55030 (Special Road and Bridge Fund – Road and Bridge Maintenance – Overtime Salaries)	\$40,000														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Brian Gaddie, Director of Public Works, 881.4496</p>														
<p>REQUEST SUMMARY</p>	<p>Due to the number of inclement weather events that the Road and Bridge Maintenance Division of Public Works has endured over the current calendar year, combined with typical Road Program overtime needs, the Road and Bridge Division requests a transfer of funds to accommodate necessary operations through the end of 2019.</p> <p>It is anticipated that in order to properly operate inclement weather activities this fall and early winter additional funds will be necessary to finance overtime salary needs. The \$40,000 requested has been calculated based on the current burn rate the Division has sustained this year.</p>														
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>														

ATTACHMENTS		
REVIEW	Department Director: 	Date: 9.18.19
	Finance (Budget Approval): <i>If applicable</i> 	Date: 9/20/19
	Division Manager: 	Date: 9-23-19
	County Counselor's Office: 	Date: 9/26/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this transfer are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing and directing the Office of the County Counselor to institute condemnation proceedings as to certain tracts of land required for the Tarsney Lake Bridge Replacement Federal Project, No. Bro-B048(55).

RESOLUTION NO. 20270, September 30, 2019

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the 2010 Constitutional Home Rule Charter of Jackson County, article II, sections 21, 23, and 26, authorize the County to acquire private property for public road purposes by the exercise of the power of eminent domain; and,

WHEREAS, the Tarsney Lake Bridge Federal Project, No. Bro-B048(55), is a public bridge improvement, use, and purpose; and,

WHEREAS, the Department of Public Works has heretofore conducted negotiations for the purchase of certain tracts of land for inclusion in Tarsney Lake Bridge Replacement Federal Project, No. Bro-B048(55); and,

WHEREAS, such properties were appraised, and a value placed thereon which would fairly and reasonably compensate the owner thereof; and,

WHEREAS, after such negotiations with the owner thereof, the Department of Public Works was unable to agree with the owner as to a fair and adequate compensation to be

paid; and,

WHEREAS, the owners and general description of the tracts are as follows:

<u>Parcel Nos.</u>	<u>Owner</u>
1 and 2	Jonne Santoli 820 SW Ryan Road Grain Valley, MO 64029

and,

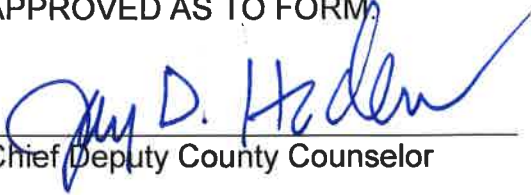
WHEREAS, pending the acquisition of this land by condemnation, the Director of Public Works or his designee may continue to negotiate for and purchase these properties out of funds appropriated or to be appropriated for that purpose; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature finds that the County has endeavored to agree with the owner of the aforesaid described properties upon proper compensation to be paid for such properties and rights sought to be purchased, but cannot so agree, and that public necessity requires the above described tracts of land be acquired by the exercise of the power of eminent domain as provided by law and the Jackson County Charter, for the public purpose and use of the County, and it is to the public interest that same be so acquired; and,


BE IT FURTHER RESOLVED that the Office of County Counselor is authorized and directed to institute appropriate condemnation proceedings as may be necessary for the acquisition of such lands by the exercise of the power of eminent domain and that the County Counselor is also authorized to withdraw from condemnation proceedings any properties as are acquired by negotiation and purchase.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20270 of September 30, 2019, was duly passed on _____, 2019 by the Jackson County Legislature.

The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19


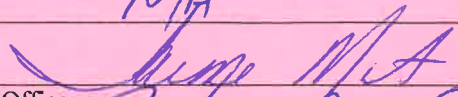
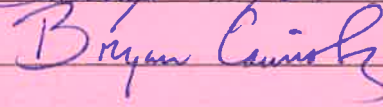
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20270

Sponsor(s): Ronald E. Finley

Date: September 30, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: A resolution authorizing and directing the Office of the County Counselor to institute condemnation proceedings as to certain tracts of land required for the Tarsney Lake Bridge Replacement Federal Project No. BRO-B048(55)</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:	\$										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>O4867</u> dated: August 1, 2016 Prior resolutions and (date): _____</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Earl Newill, P.E, Chief Engineer, 816 401-6401 cell</p>										
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing and directing the Office of the County Counselor to institute condemnation proceedings as to certain tracts of land required for the Tarsney Lake Bridge Replacement Federal Project No. BRO-B048(55). Tarsney Lake Bridge was eligible for funding in the Off System Bridge Program due to its sufficiency rating and overall condition. The bridge was programmed and ordinance 4867 accepted a grant to replace the bridge. The project has progressed to the right of way acquisition phase. There is only one property owner on the project, with takings as shown on the attached map. Bliss and associates, our current term and supply vendor, has been hired to appraise and negotiate the land rights. Bliss has completed the appraisal and have made an offer at the appraised values. The offer has not been accepted, and no counter offer has been received. Since negotiations have been somewhat lengthy, and no progress has been made, the Public Works department requests approval to proceed with condemnation or eminent domain. This process provides for the court to decide just compensation for the property owner. Negotiations will continue during the condemnation process in the hopes of reaching a settlement. Also, we request, that the Director of Finance be authorized to make any payments required by the courts for just compensation, and court costs for the necessary property.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>										
<p>ATTACHMENTS</p>	<p>Map of Properties, Offer letter, 60 day letter</p>										

REVIEW	Department Director: 	Date: 9.20.19
	Finance (Budget Approval): <i>If applicable</i> N/A	Date:
	Division Manager: 	Date: 9.23.19
	County Counselor's Office: 	Date: 9/26/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY
Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

September 9, 2019

Ms. Jonne Santoli
820 SW Ryan Road
Grain Valley, Missouri 64029

RE: Tarsney Lakes Spillway – Parcel 2

Dear Ms. Santoli:

The Jackson County Public Works Department has approved a program for the construction and improvement of Tarsney Lakes overflow spillway. It will be necessary to acquire certain real property and rights to accomplish the proposed improvement as indicated on the engineering plans and more particularly described in the attached Warranty Deed document presented to you for consideration.

I am authorized by the Jackson County Public Works Department to offer on its behalf to all interested parties who may have an interest in the real estate to be acquired the sum of \$7,000.00 which has been estimated to be just compensation for such property and rights based upon the fair market value of the property. A summary of the amount set out above as just compensation is as follows:

<u>Permanent Right-of Way</u>	
13,949 SF @ \$0.50/SF	= \$ 7,000.00
Total	\$ 7,000.00

This estimate of just compensation has been arrived at after giving consideration to the sales prices of other properties in the area which are similar to your property, in accordance with the procedures explained in the attached brochure "Pathways for Progress".

It is requested that you, within a reasonable time, advise the Jackson County representative or the undersigned of your acceptance or rejection of this offer.

Sincerely,
JACKSON COUNTY PUBLIC WORKS

A handwritten signature in black ink, appearing to read "B. Gaddie".

Brian Gaddie, PE
Director of Public Works



JACKSON COUNTY Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

September 9, 2019

Ms. Jonne Santoli
820 SW Ryan Road
Grain Valley, Missouri 64029

RE: Tarsney Lakes Spillway – Parcel 1

Dear Ms. Santoli:

The Jackson County Public Works Department has approved a program for the construction and improvement of the Tarsney Lakes overflow spillway. It will be necessary to acquire certain real property and rights to accomplish the proposed improvement as indicated on the engineering plans and more particularly described in the attached Temporary Construction Easement document presented to you for consideration.

I am authorized by the Jackson County Public Works Department to offer on its behalf to all interested parties who may have an interest in the real estate to be acquired the sum of \$300.00 which has been estimated to be just compensation for such property and rights based upon the fair market value of the property. A summary of the amount set out above as just compensation is as follows:

<u>Temporary Construction Easement</u>	
942 SF @ \$.03/SF	= \$ 28.00
Stipulated Minimum Award	\$ 300.00
Total	\$ 300.00

This estimate of just compensation has been arrived at after giving consideration to the sales prices of other properties in the area which are similar to your property, in accordance with the procedures explained in the attached brochure "Pathways for Progress".

It is requested that you, within a reasonable time, advise the Jackson County representative or the undersigned of your acceptance or rejection of this offer.

Sincerely,
JACKSON COUNTY PUBLIC WORKS

Brian Gaddie, PE
Director of Public Works



JACKSON COUNTY Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax (816) 881-4448

September 16, 2019

Ms. Jonne Santoli
820 SW Ryan Road
Grain Valley, Missouri 64029

RE: Tarsney Lakes Spillway – Parcel 1

Dear Ms. Santoli:

The Jackson County Public Works Department has approved a program for the construction and improvement of the Tarsney Lakes overflow spillway. It will be necessary to acquire certain real property and rights to accomplish the proposed improvement as indicated on the engineering plans and more particularly described in the attached Temporary Construction Easement document presented to you for consideration.

This letter represents the written notice of the intended acquisition you are entitled to by Chapter 523 of the Revised Statutes of Missouri. Under Missouri Law, you are entitled to the following:

- a. Seek legal counsel at your own expense;
- b. Make a counteroffer and engage in further negotiations;
- c. Obtain your own appraisal of just compensation at your own expense (Please be advised that should we be required to file a condemnation petition, this will not be done for at least 60 days from the date of this letter. Therefore, if you wish to submit your appraisal to us for review, please keep this timeframe in mind);
- d. Have just compensation determined preliminarily by court-appointed condemnation commissioners and, ultimately, by a jury;
- e. Seek assistance from the office of the ombudsman for property rights, which is located in the office of Public Counsel, as created under Section 523.277 RSMo.
- f. Contest the right to condemn in the condemnation proceeding; and
- g. Exercise the right to request vacation of an easement under the procedures and circumstances provided for in Missouri Statute.

We are looking forward to working with you on this project. Should you have any questions please feel free to call Greg Nitschke at (816) 210-6090.

Sincerely,
JACKSON COUNTY PUBLIC WORKS

A handwritten signature in blue ink, appearing to read "Brian Gaddie".

Brian Gaddie, PE
Director of Public Works

Frank White, Jr., County Executive



JACKSON COUNTY Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

September 16, 2019

Ms. Jonne Santoli
820 SW Ryan Road
Grain Valley, Missouri 64029

RE: Tarsney Lakes Spillway – Parcel 2

Dear Ms. Santoli:

The Jackson County Public Works Department has approved a program for the construction and improvement of Tarsney Lakes overflow spillway. It will be necessary to acquire certain real property and rights to accomplish the proposed improvement as indicated on the engineering plans and more particularly described in the attached Warranty Deed document presented to you for consideration.

This letter represents the written notice of the intended acquisition you are entitled to by Chapter 523 of the Revised Statutes of Missouri. Under Missouri Law, you are entitled to the following:

- a. Seek legal counsel at your own expense;
- b. Make a counteroffer and engage in further negotiations;
- c. Obtain your own appraisal of just compensation at your own expense (Please be advised that should we be required to file a condemnation petition, this will not be done for at least 60 days from the date of this letter. Therefore, if you wish to submit your appraisal to us for review, please keep this timeframe in mind);
- d. Have just compensation determined preliminarily by court-appointed condemnation commissioners and, ultimately, by a jury;
- e. Seek assistance from the office of the ombudsman for property rights, which is located in the office of Public Counsel, as created under Section 523.277 RSMo.
- f. Contest the right to condemn in the condemnation proceeding; and
- g. Exercise the right to request vacation of an easement under the procedures and circumstances provided for in Missouri Statute.

We are looking forward to working with you on this project. Should you have any questions please feel free to call Greg Nitschke at (816) 210-6090.

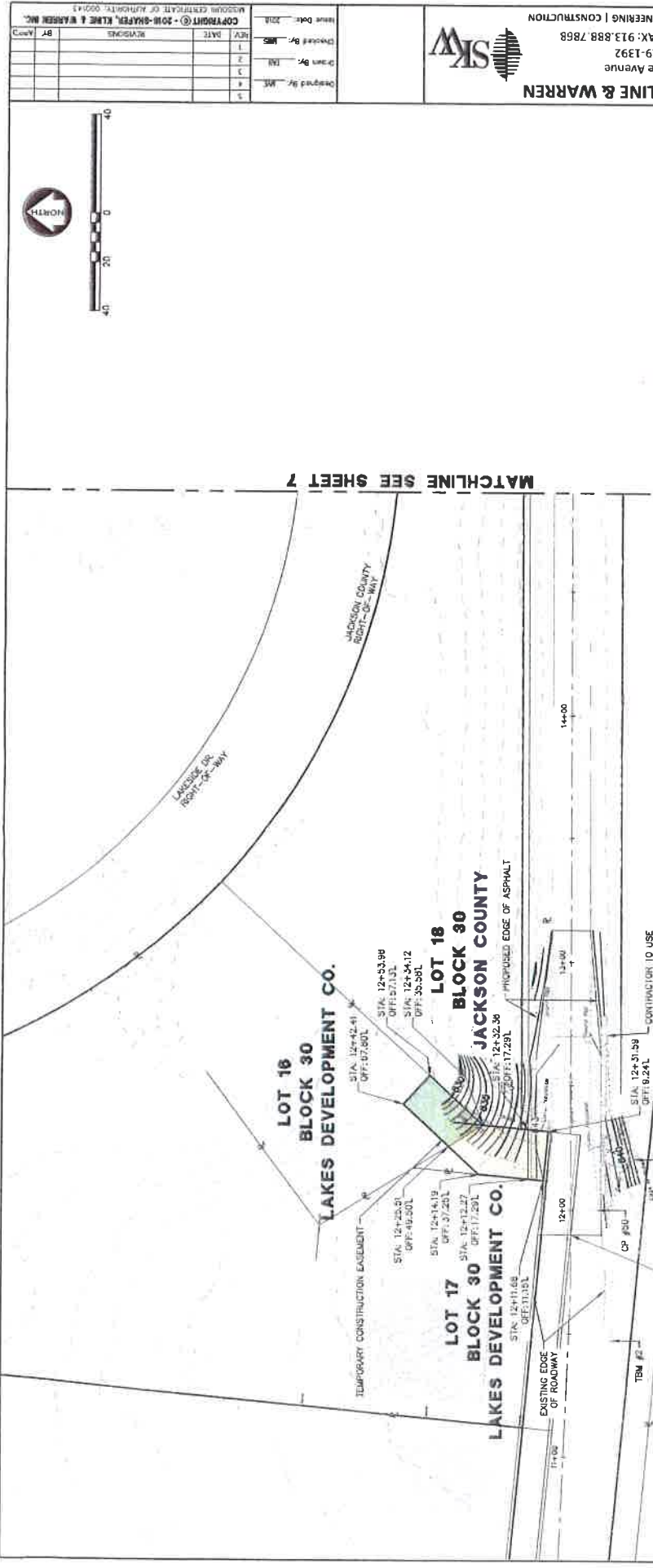
Sincerely,
JACKSON COUNTY PUBLIC WORKS

A handwritten signature in blue ink, appearing to read "Brian Gaddie".

Brian Gaddie, PE
Director of Public Works

NOTE: JACKSON COUNTY IS THE PROPERTY OWNER OF LOT 18 AND LOT 7 (TARSEY LAKE) BLOCK 26 JACKSON COUNTY

PARCEL BLOCK	LOT	PERMANENT EASEMENT	TEMPORARY EASEMENT	PRESENT ACRES	ACRES REMAINING
30	16	0.003 ACRES	0.010 ACRES	0.184 ACRES	0.184 ACRES
30	PART OF 17	0.003 ACRES	0.012 ACRES	0.019 ACRES	0.016 ACRES
7	44	0.113 ACRES	---	0.113 ACRES	0 ACRES
7	45	0.115 ACRES	---	0.115 ACRES	0 ACRES
7	46	0.134 ACRES	---	0.134 ACRES	0 ACRES



MATCHLINE SEE SHEET 7



DESIGNED BY: MS	DATE: 10/22/18
DRAWN BY: TML	
CHECKED BY: MS	
REV: 1	
REV: 2	
REV: 3	
REV: 4	
REV: 5	

SKW
 SURVEYING | ENGINEERING | CONSTRUCTION
 11250 Corporate Avenue
 Lenexa, KS 66219-1392
 913.888.7800 FAX: 913.888.7868

BRO-B048 (S5) BRIDGE NO. 4219001
 JACKSON COUNTY, MISSOURI
 PARTIAL RIGHT OF WAY & EASEMENT PLAN

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with two twelve-month options to extend to Blue Cross and Blue Shield of Kansas City, MO, for the furnishing of employee group health insurance as an employee benefit for use countywide, under the terms and conditions of Request for Proposals No. 26-19.

RESOLUTION NO. 20271, September 30, 2019

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, by Resolution 20000, dated October 8, 2018, the Legislature did award a twelve-month extension to the term and supply contract with Blue Cross and Blue Shield of Kansas City, MO, for the furnishing of employee group health insurance as an employee benefit; and,

WHEREAS, the Director of Finance and Purchasing has now solicited new written proposals for group health insurance for County employees; and,

WHEREAS, a total of thirteen notifications were distributed and one response was received from the following:

RESPONDENT

Blue Cross and Blue Shield
Kansas City (Jackson County), MO

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of the Department of Finance and Purchasing recommends the award of a twelve-month term and

supply contract with two twelve month options to extend for the furnishing of group health insurance as an employee benefit to Blue Cross and Blue Shield of Kansas City, MO, under the terms and conditions of Request for Proposals No. 26-19; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds subject to annual appropriation; and,

WHEREAS, the total monthly premium costs for 2020 by plan type and rate option for current associates are as follows:

	<u>INDIVIDUAL</u>	<u>INDIVIDUAL + 1</u>	<u>FAMILY</u>
1. Blue Care HMO	\$729.28	\$1,659.86	\$2,046.71
2. Blue Select EPO	\$648.74	\$1,478.33	\$1,821.54
3. Preferred Care PPO	\$714.58	\$1,631.42	\$2,003.06
4. EPO Blue Select SPIRA	\$629.28	\$1,434.36	\$1,767.18
5. Blue Saver QHDHP (HSA)	\$671.70	\$1,547.00	\$1,877.69
6. Blue Saver Blue Select SPIRA QHDHP (HSA)	\$577.28	\$1,331.46	\$1,614.99

and,

WHEREAS, the recommended employee shares of the monthly premiums are as follows:

	<u>INDIVIDUAL</u>	<u>INDIVIDUAL + 1</u>	<u>FAMILY</u>
1. Blue Care HMO	\$114.68	\$320.23	\$488.52
2. Blue Select EPO	\$44.30	\$159.27	\$290.51
3. Preferred-Care PPO	\$101.48	\$302.06	\$462.19
4. EPO Blue Select SPIRA	\$35.24	\$143.11	\$285.17
5. Blue Saver QHDHP (HSA)	\$70.14	\$240.19	\$376.35
6. Blue Saver PPO Blue Select Plus QHDHP (HSA)	\$4.00	\$86.74	\$175.74

now therefore,

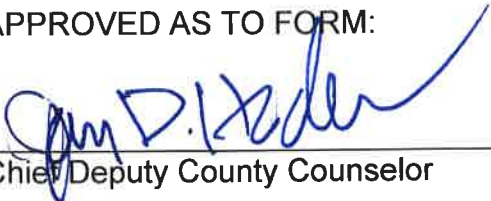
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute any and all documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are


contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20271 of September 30, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

9/26/19

Date



Chief Administrative Officer

	and conditions of Request for Proposal 26-19.	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Recommendation Memo from Human Resources, Evaluation Matrices, Bid Abstract, Pricing and Agreements from Blue Cross Blue Shield of Kansas City	
REVIEW	Department Director: <i>M. Williams</i>	Date: <i>9/16/19</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>9/16/19</i>
	Division Manager: <i>[Signature]</i>	Date: <i>9/16/19</i>
	County Counselor's Office: <i>BRYAN O. COVINSKY by WBS SE</i>	Date: <i>9/19/19</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.




JACKSON COUNTY

Human Resources Department

415 East 12th Street, First Floor
Kansas City, Missouri 64106
www.jacksongov.org

(816) 881-3135
Fax: (816) 881-3474

To: Katie Bartle, Senior Buyer
From: Dennis Dumovich, Director of HR 
Subj: Health Insurance Selection – RFP 26-19
Date: August 30, 2019

As you know, Jackson County received one proposal regarding our health insurance plans (RFP 26-19) selection process. This proposal was from Blue Cross & Blue Shield and the renewal rate increase was at 9.7%. Our broker, Garry & Associates then negotiated the renewal rate down resulting in the following key elements:

- 1.) Blue Cross has agreed to lower the renewal for the 2020 plan year to 4.6%
- 2.) There are no changes to the benefit levels in the plan offerings, other than the federally mandated increase to the QHDHP HSA plan deductible from \$2,700/\$5,400 to \$2,800/\$5,600.
- 3.) They have also agreed to lower the specific stop loss to \$200,000 from \$250,000. As I am sure you are aware this will have a positive impact on our claims going forward.
- 4.) They have also agreed to freeze the admin fees for an additional 3 years.

The committee selected to review the health proposals recommend approving the aforementioned proposal. See the attached rating sheets.

Please let me know if there is anything additional that we can provide.

Cc: Ed Stoll



DD #1

REQUEST FOR PROPOSAL 26-19
 RFP NAME: Group Health Insurance
 DEPARTMENT NAME: Human Resources

No	Respondent	Cost	Physician and Hospital Network Match	Pharmacy Costs and Options	Total Score
		40 Points	35 Points	25 Points	
1	Blue Cross Blue Shield of Kansas City	32	34	22	88
COMMENTS:					
Instructions: Assign score according to point value (1 is lowest) for each criterion for each vendor.					

#2



REQUEST FOR PROPOSAL 26-19
 RFP NAME: Group Health Insurance
 DEPARTMENT NAME: Human Resources

No	Respondent	Cost	Physician and Hospital Network Match	Pharmacy Costs and Options	Total Score
		40 Points	35 Points	25 Points	
1	Blue Cross Blue Shield of Kansas City	40	35	25	100 points
COMMENTS:					
Instructions: Assign score according to point value (1 is lowest) for each criterion for each vendor.					



REQUEST FOR PROPOSAL 26-19
RFP NAME: Group Health Insurance
DEPARTMENT NAME: Human Resources

No	Respondent	Cost	Physician and Hospital Network Match	Pharmacy Costs and Options	Total Score
		40 Points	35 Points	25 Points	
1	Blue Cross Blue Shield of Kansas City	40	35	25	100 points
					100
COMMENTS:					
Instructions: Assign score according to point value (1 is lowest) for each criterion for each vendor.					



REQUEST FOR PROPOSAL 26-19
RFP NAME: Group Health Insurance
DEPARTMENT NAME: Human Resources

No	Respondent	Cost	Physician and Hospital Network Match	Pharmacy Costs and Options	Total Score
		40 Points	35 Points	25 Points	
1	Blue Cross Blue Shield of Kansas City	35	35	20	100 points
					90
COMMENTS:					
Instructions:					
Assign score according to point value (1 is lowest) for each criterion for each vendor.					

ABSTRACT OF BIDS

RFP No: 26-19 Date: 6/25/19 COMMODITY: Group Health Insurance	Blue Cross Blue Shield of KC AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	Group Health Insurance, per RFP 26-19 <i>See Bid</i>					

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: June 25, 2019, BY
Ardi A. Bowland
 CLERK OF THE LEGISLATURE
Kate Bartle
 PURCHASING



Kansas City

Jackson County – Retiree & Cobra Medical Rate Confirmation

Blue-Care HMO Direct Bill Cobra Rate

Employee	\$743.87
Employee + One	\$1,693.05
Family	\$2,087.65

Blue-Care HMO Direct Bill Retiree Rate

Employee	\$729.28
Employee + One	\$1,659.86
Family	\$2,046.71

PCB PPO Direct Bill Cobra Rate

Employee	\$728.87
Employee + One	\$1,664.05
Family	\$2,043.12

PCB PPO Direct Bill Retiree Rate

Employee	\$714.58
Employee + One	\$1,631.42
Family	\$2,003.06

PCB BlueSaver PPO Direct Bill Cobra Rate

Employee	\$685.13
Employee + One	\$1,577.94
Family	\$1,915.24

PCB BlueSaver PPO Direct Bill Retiree Rate

Employee	\$671.70
Employee + One	\$1,547.00
Family	\$1,877.69

BSP EPO Direct Bill Cobra Rate

Employee	\$661.72
Employee + One	\$1,507.90
Family	\$1,857.97

BSP EPO Direct Bill Retiree Rate

Employee	\$648.74
Employee + One	\$1,478.33
Family	\$1,821.54

BSP EPO Spira Direct Bill Cobra Rate

Employee	\$641.87
Employee + One	\$1,463.05
Family	\$1,802.52

BSP EPO Spira Direct Bill Retiree Rate	
Employee	\$629.28
Employee + One	\$1,434.36
Family	\$1,767.18

BSP EPO BlueSaver Spira Direct Bill Cobra Rate	
Employee	\$588.83
Employee + One	\$1,358.09
Family	\$1,647.29

BSP EPO BlueSaver Spira Direct Bill Retiree Rate	
Employee	\$577.28
Employee + One	\$1,331.46
Family	\$1,614.99

Confirmed by:
Jackson County:

Approved by:
Blue Cross and Blue Shield of
Kansas City

Signature

Signature

Title

Title

Date

Date



Kansas City

An independent licensee of the Blue Cross and Blue
Shield Association

Jackson County 1/1/2020 Cost Plus Renewal Summary		
<u>Renewal Components</u>	<u>Current Annual \$</u>	<u>8/8/19 Updated Offer With \$200K Pooling Annual \$</u> <u>% Increase</u>
Aggregate Claims	\$15,539,004	\$16,020,713 3.1%
Admin Fee	\$712,523	\$712,523 0.0%
Access Fee	\$321,120	\$321,120 0.0%
Pooling Fee	\$704,960	\$1,047,626 48.6%
ACA Excise Tax	\$0	\$47,990
Pharmacy Carve In Credit	<u>-\$298,320</u>	<u>-\$387,816</u>
Maximum Funding	\$16,979,287	\$17,762,156 4.6%



Kansas City

An independent licensee of the Blue Cross and Blue Shield Association

Jackson County Renewal Date: 1/1/2020

Renewal Plans

Wellness Stipend \$75,000

Wellness Stipend is to be used during the plan year; unused funds will not roll over to the following plan year.

	Blue-Care HMO	BlueSelect + EPO
Hospital Copay	\$400x5	\$400x5
Office Visit Copay	\$30/\$60	\$30/\$60
Urgent Care Copay	\$60	\$60
ER Copay	\$300	\$300
Out-Of-Pocket Maximum	\$3,500/\$8,750	\$3,500/\$8,750
Drugs		
Deductible	None	None
Retail	\$12/20% to \$100/50% to \$250	\$12/20% to \$100/50% to \$250
Mail	\$24/20% to \$200/50% to \$500	\$24/20% to \$200/50% to \$500
MRI, MRA, CT and PET scan copay	\$250	\$250
% Membership	23.4%	24.1%
	Preferred Care Blue PPO	BlueSelect + Spira EPO
Deductible		
In-network (indiv/family)	\$1,000/\$2,000	\$2,000/\$4,000
Out-of-network (indiv/family)	\$2,500/\$4,500	N/A
Coinsurance	80%/60%	100%
Medical Out-of-Pocket		
In-network (indiv/family)	\$4,500/\$9,000	\$2,000/\$4,000
Out-of-network (indiv/family)	\$8,500/\$16,500	N/A
Office Visit Copay	\$30/\$60	\$0 @ Spira Care
Urgent Care Copay	\$60	Ded
ER Copay	\$250, Ded/Coins	Ded
Drugs		
Deductible	None	None
Retail	\$12/20% to \$100/50% to \$250	\$15/\$50/Deductible
Mail	\$24/20% to \$200/50% to \$500	\$15/\$125/Deductible
% Membership	11.1%	8.6%
	Preferred Care Blue PPO H.S.A.	BlueSelect + EPO H.S.A. w/ SPIRA
Deductible		
In-network (indiv/family)	\$2,800/\$5,600	\$2,800/\$5,600
Out-of-network (indiv/family)	\$2,800/\$5,600	N/A
Coinsurance	100%/80%	100%
Medical Out-of-Pocket		
In-network (indiv/family)	\$2,800/\$5,600	\$2,800/\$5,600
Out-of-network (indiv/family)	\$5,600/\$11,200	N/A
Office Visit Copay	Ded	Ded
Urgent Care Copay	Ded	Ded
ER Copay	Ded	Ded
Drugs		
Deductible	Plan Ded Then:	Plan Ded Then:
Retail	No Copays	No Copays
Mail	No Copays	No Copays
% Membership	14.6%	18.2%

The only renewal benefit deviation versus current is increasing the H.S.A. deductibles from \$2,700 (x2) to \$2,800 (x2) to remain embedded. OOPM's also increased to maintain 100% benefit.

Rates and benefits quoted are subject to change based on ACA guidance/regulation and any other applicable laws, rules or regulations or other governmental guidance (local, state, federal, etc.) to said effective date.

**Blue Cross and Blue Shield of Kansas City
COST-PLUS ADDENDUM**

This Cost-Plus Addendum amends and is incorporated into and made a part of the Group Contract(s) entered into by and between Blue Cross and Blue Shield of Kansas City, on behalf of itself and its subsidiary, Good Health HMO, Inc., d/b/a Blue-Care, if applicable (collectively, “BCBSKC”) and Jackson County (“Employer”). This Addendum shall be effective January 1, 2020 (the “Effective Date”).

WHEREAS, the parties have entered into the Group Contract(s) numbered 31618000 and the associated Health and, if applicable, Dental Benefit Certificate(s) (collectively, the “Group Contract(s)”), pursuant to which BCBSKC has agreed to arrange for the provision of certain health care services and/or dental care to Employer’s eligible Employees and their covered Dependents in accordance with the terms, conditions, limitations and exclusions specified in the Group Contract(s);

WHEREAS, the parties desire to implement an alternative funding arrangement for the Group Contract(s), as set forth herein; and

WHEREAS, this Addendum, while implementing an alternative funding arrangement, does not alter any terms or conditions of the benefits covered under the Group Contract(s).

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article 1
Employer’s Obligations

1.1 Funding under Group Contracts. Employer agrees that the funding for coverage under the Group Contract(s) shall be determined as set forth in this Addendum.

1.2 Fixed Premium. Employer shall pay BCBSKC, on a monthly basis, the Fixed Premium in accordance with Article 3.2.

1.3 Employer’s Claims Obligations. In order to fulfill the Employer’s total financial obligations under the terms of this Addendum, the Employer shall make payments to BCBSKC as set forth herein and in accordance with Article 3.1. For each month that this Addendum is in effect, Employer shall pay to BCBSKC an amount set forth in (a) and (b) below:

- (a) the lesser of:
 - i. the Cumulative Paid Claims; or
 - ii. the Cumulative Monthly Claims Limit

LESS

(b) the Cumulative Prior Payment Amount.

Example:

	January	February	March	April
Paid Claims	70	80	110	90
Cumulative Paid Claims	70	150	260	350
Monthly Claims Limit	100	100	100	100
Cumulative Monthly Claims Limit	100	200	300	400
Cumulative Prior Payment Amount	0	70	150	260
Actual Payment Owed	70	80	110	90

Notwithstanding the foregoing: (1) Paid Claims in excess of the Individual Pooling Limit for any Covered Person will not be counted as Paid Claims for the purposes of the calculation set forth above; and (2) the Cumulative Monthly Claims Limit for the full Contract Period shall not be less than the Minimum Annual Claims Limit set forth in Exhibit A (Cost Plus Provisions).

1.4 Statutory Assessments. To the extent BCBSKC is required to pay any Statutory Assessments, Employer will pay BCBSKC an amount equal to the Statutory Assessments based upon BCBSKC's determination of such amounts. BCBSKC shall bill the Employer the applicable portion of these Statutory Assessments on the Monthly Settlement Report, and the Employer shall pay such Statutory Assessments in accordance with Article 3. If BCBSKC determines, in its sole and reasonable discretion, that its methodology for paying the Health Insurance Providers Fee (aka HIT Tax) was incorrect (e.g., BCBSKC required Employer to pay the HIT Tax on all amounts paid by Employer to BCBSKC, but BCBSKC subsequently determines that a portion of the amounts paid by Employer are not subject to the HIT Tax, or vice versa), resulting in an underpayment or overpayment by Employer of the HIT Tax, then BCBSKC shall notify Employer of the shortfall or excess, and: (a) Employer shall promptly pay to BCBSKC such shortfall; or (b) BCBSKC shall reimburse Employer for such excess (which may include, at BCBSKC's option, applying a credit to subsequent Employer invoices), as applicable. Notwithstanding the foregoing, BCBSKC's determination of the HIT Tax percentage set forth in Exhibit B (Rate Exhibits) is not subject to this Article 1.4.

1.5 Collateral. Upon BCBSKC's request, Employer shall procure a letter of credit (in such form as is reasonably acceptable to BCBSKC) from a financial institution reasonably acceptable to BCBSKC that evidences a commitment by the financial institution of funds payable to BCBSKC upon reasonable request (without any further or additional action or authorization by Employer). Employer shall maintain such letter of credit until the end of the Runout Period. Alternatively, upon BCBSKC's request, Employer shall deliver to BCBSKC an amount reasonably requested by BCBSKC as collateral ("Collateral") for Employer's obligations under this Agreement. In the event Employer fails to pay amounts due to BCBSKC hereunder, BCBSKC may use as much or all of the Collateral as is needed to satisfy Employer's obligations. Any unused Collateral will be returned to Employer at the end of the Runout Period.

Article 2
BCBSKC Rights and Obligations

2.1 **Benefit Determinations.** For the purpose of this Addendum, BCBSKC shall have the right to determine the amount of Benefits, if any, payable for any Covered Person. Employer delegates to BCBSKC discretionary authority to construe, interpret and apply the Plan of Benefits for purposes of processing claims and appeals. BCBSKC, as claims fiduciary, has the full, final, binding and exclusive discretion to construe, interpret and apply the terms of the Plan of Benefits as may be necessary in order to process claims and make determinations on appeal of claims. BCBSKC shall determine the extent of the benefits (if any) to which any Participant is entitled under the Plan of Benefits. BCBSKC shall have no liability for alleged or actual misinterpretations of the Plan of Benefits. Decisions by BCBSKC shall be complete, final and binding on all parties. Such determination shall be on the same basis as would be applicable under the Group Contract(s) in the absence of this Addendum. In the event of legal action against BCBSKC, by or on behalf of a Covered Person for Benefits under the Group Contract(s) with respect to a denied claim, BCBSKC, at its own expense, shall undertake the defense of such action and shall pay any judgment rendered therein. BCBSKC shall have the right to settle any such action. The Employer shall reimburse BCBSKC for the portion of any such judgment or settlement which is for a Paid Claim under the Group Contract(s), and such Paid Claim shall be administered in accordance with the terms of this Addendum, including Articles 1 and 3.

Article 3
Payment Due Dates, Grace Periods and Payment Changes

3.1 **Monthly Settlement.** Monthly payments for Paid Claims, Access Fees, Statutory Assessments and related charges, as indicated on the Monthly Settlement Report, are due and payable by the Employer within 31 calendar days following delivery to Employer by BCBSKC of the Monthly Settlement Report. The Employer shall have no grace period for such monthly payment.

3.2 **Fixed Premium.** The Fixed Premium is due and payable by the Employer the first day of each month; provided, that any Statutory Assessments and Access Fees will be due and payable by Employer with the Monthly Settlement as set forth in Article 3.1. The Employer shall have a grace period of 31 calendar days for such monthly Fixed Premium.

3.3 **Changes in Employer's Obligation.** BCBSKC reserves the right to change any and all fees, charges and factors upon a 31 calendar day written notice prior to the end of a Contract Period, to be effective for the following Contract Period.

3.4 **Late Payment Charge.** BCBSKC reserves the right to charge a late payment fee of \$0 in each instance in which Employer fails to timely pay any amount due to BCBSKC in accordance with this Article 3.

Article 4
Amendments

4.1 General. Except as provided in Article 3.3, BCBSKC may amend any other term or condition of this Addendum upon 60 calendar days written notice to conform to statutes of the state in which this Addendum is issued for delivery.

4.2 Notice. Notice of an amendment may be in the form of a new Addendum, a rider, or an amendment to this Addendum or otherwise as BCBSKC may elect.

Article 5
Termination

5.1 Term. The term of this Addendum shall begin on the Effective Date and shall continue until terminated as set forth in this Article 5.

5.2 Termination by Either Party. This Addendum may be terminated by BCBSKC or the Employer provided such party gives the other party written notice of its election to terminate the Addendum at least 30 calendar days prior to the end of the then current Contract Period. This Addendum and the underlying Group Contract(s) shall automatically terminate on the date of termination of the Group Contract(s).

5.3 Termination Due to Material Default. Except as provided in Article 5.4 below, either party may terminate this Addendum for cause upon written notice if the other party materially defaults in the performance of a provision of this Addendum and such default continues for a period of 60 calendar days after written notice to the defaulting party from the aggrieved party stating the specific default.

5.4 Termination Due to Non-Payment. Notwithstanding anything to the contrary herein, if Employer fails to pay BCBSKC in accordance with Article 3, this Addendum and the underlying Group Contract(s) may be terminated by BCBSKC, effective retroactively to the last day of the month in which all amounts owed to BCBSKC for such month were paid by the Employer.

5.5 Runout.

(a) Runout Claims and Services. Upon termination of this Addendum, and except in the event of Employer's material breach of this Addendum (including Employer's non-payment), BCBSKC shall provide Runout Services for Runout Claims.

(b) Runout Services Fee and Claims Obligation. Monthly payments for Runout Claims and the Runout Services Fee are due and payable by Employer for each month during the Runout Period within [2 – 31] calendar days following delivery to Employer by BCBSKC of the Monthly Settlement Report. The Employer shall have no grace period for such payments. Unless Employer purchases Terminal Liability Coverage as set forth in Article 5.6 below, Employer shall have the total obligation for Runout Claims.

(c) Statutory Assessments for Runout Claims and/or Runout Services. To the extent that any Statutory Assessments apply to Employer's payment obligations under Article 5.5 and/or 5.6, as determined by BCBSKC in its sole and reasonable discretion, then Employer shall pay to BCBSKC an amount equal to such Statutory Assessments.

5.6 Terminal Liability Coverage. Employer may choose to purchase, at the time of execution of this Addendum, Terminal Liability Coverage; provided, that there is no Individual Pooling Limit with respect to Runout Claims. If Employer purchases Terminal Liability Coverage, the following shall apply:

(a) Terminal Liability Coverage Charges. Terminal Liability Coverage Charges will be included with the Pooling Charges and paid by the Employer in accordance with Article 3.2.

(b) Terminal Liability Factors. The Employer's obligation for Runout Claims is limited to the amounts set forth in the "Terminal Liability Factors" section of Exhibit B (Rate Exhibits) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations, based on the greater of:

1. enrollment during the last month of the final Contract Period; or
2. the average enrollment during the last three (3) months of the final Contract Period.

5.7 Late Payment. BCBSKC reserves the right to charge a late payment fee of \$0 in each instance in which Employer fails to timely pay any amount due to BCBSKC in accordance with this Article 5.

Article 6 **General Provisions**

6.1 Modification of Group Contracts. The provisions of the Group Contract(s) are amended to the extent necessary to be consistent with the provisions set forth in this Addendum and to that extent the provisions of this Addendum shall govern notwithstanding anything in the Group Contract(s) to the contrary.

6.2 Waiver. Neither the failure nor any delay by either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. In the event that a party does waive any breach of any provision of this Addendum, such waiver shall not be deemed or construed as a continuing waiver of any breach of the same or different provision.

6.3 BlueCard Fees. Employer understands and agrees: (a) to pay certain fees and compensation to BCBSKC which BCBSKC is obligated under BlueCard to pay to Licensees, to the Blue Cross and Blue Shield Association, or to the BlueCard vendors; and (b) that fees and compensation under BlueCard may be revised from time to time without Employer's prior approval in accordance with

the standard procedures for revising fees and compensation under BlueCard. Some of these fees and compensation are charged each time a claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Other fees include, but are not limited to, an 800 number fee and a fee for provider directories. Employer may contact BCBSKC if Employer would like an updated listing of these types of fees. These fees are included in the Fixed Costs Fees and are guaranteed for the term of this Addendum.

6.4 BlueCard Recoveries. Under BlueCard, recoveries from a Licensee or from participating providers of a Licensee can arise in several ways, including, but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Licensee will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard policies, which generally require correction on a claim-by-claim or prospective basis. Unless otherwise agreed to by the Licensee, BCBSKC may request adjustments from the Licensee for full provider refunds due to the retroactive cancellation of membership only for one year after the Inter-Licensee financial settlement process date of the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if the recovery conflicts with the Licensee's state law, provider contracts or jeopardizes its relationship with its providers.

6.5 BCBSKC Recoveries. BCBSKC may pursue recoveries of Paid Claims in accordance with its rules and procedures (including via the use of third parties acting on BCBSKC's behalf), which may arise in several ways, including but not limited to, anti-fraud and abuse audits, provider/hospital audits, utilization review refunds, and class action settlement recoveries from health care providers and manufacturers of health care or other products or services. Any recovery will be credited to the Employer, subject to the terms of this Addendum, as described in 6.5.1.

6.5.1. In the event the BCBSKC obtains, directly or through a third party, recoveries that relate to Paid Claims, the following will apply:

- a. Employer shall first reimburse BCBSKC directly a pro rata portion of such recovery;
- b. Such portion shall not exceed the amount BCBSKC has paid under the Agreement;
- c. Such portion will be net of BCBSKC's portion of recovery fees;
- d. Allocation of the recovery fees will be based upon the amount related to such recovery that was paid by BCBSKC and Employer; and
- e. Employer will retain or receive the remaining portion of such recovery net of its portion of recovery fees.

6.5.2. Any amounts recovered by BCBSKC shall not apply to and shall not be used to satisfy the Individual Pooling limit.

6.6 Medical Value Payments. Employer acknowledges that BCBSKC may have value-based payment arrangements with providers participating in certain health care delivery programs, including but not limited to patient-centered medical homes, accountable care organizations or episode-based provider payments. These providers are known as “Blue Distinction Total Care” providers. Pursuant to such health care delivery programs, Blue Distinction Total Care providers may be eligible for alternative payments, in lieu of or in addition to, traditional fee-for-service reimbursement, including but not limited to, withholds, bonuses, incentive payments, provider credits and member management fees (collectively, “Medical Value Payments”). The amount of Medical Value Payments Blue Distinction Total Care providers receive is specific to the Blue Distinction program and/or provider and may or may not be directly related to Employer, any Covered Person, or any other group or individual. Employer acknowledges that Medical Value Payments payable to any one or more Blue Distinction Total Care providers (a) will be included in Paid Claims, (b) may include compensation for services that are related to Covered Services, including, but not limited to, coordination of care, and (c) may include compensation in recognition of Blue Distinction Total Care provider’s achievement of stated performance objectives, including, but not limited to, quality of care, patient outcomes or cost.

6.7 BCBSKC Prescription Drug Program. BCBSKC contracts with a pharmacy benefit manager (“PBM”) for certain prescription drug administrative services, including prescription drug rebate administration and pharmacy network contracting services.

Under the agreement, PBM obtains rebates from drug manufacturers based on the utilization of certain prescription products by Covered Persons, and PBM retains the benefit of the rebate funds prior to disbursement. In addition, pharmaceutical manufacturers pay administrative fees to PBM in connection with PBM’s services of administering, invoicing, allocating, and/or collecting rebates. Such administrative fees retained by PBM in connection with its rebate program do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources. PBM may also receive other service fees from manufacturers as compensation for various services unrelated to rebates or rebate-associated administrative fees.

In addition, BCBSKC and PBM also contract with pharmacies to provide prescription products at discounted rates for BCBSKC members. The discounted rates paid by PBM and BCBSKC to these pharmacies differ among pharmacies within a network, as well as between networks. For pharmacies that contract with the PBM, the amount paid by BCBSKC to PBM under the BCBSKC contract with the PBM may vary from the various discount rates PBM pays to the pharmacies. Thus, where the BCBSKC rate exceeds the rate the PBM negotiated with a particular pharmacy, the PBM will realize a positive margin on the applicable prescription. The reverse may also be true, resulting in negative margin for the PBM. In addition, when the PBM receives payment from BCBSKC before payment to a pharmacy is due, the PBM retains the benefit of the use of these funds between these payments. BCBSKC is guaranteed a minimum level of discount whether through the PBM or where BCBSKC directly contracts with network pharmacies, which could result in the amount paid by Employer to be more or less than the amount PBM and/or BCBSKC pay to pharmacies.

Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC is not acting as a fiduciary with respect to rebate administration, pharmacy network management, or the prescription drug plan. Employer further acknowledges for itself and its Covered Persons that BCBSKC receives rebates from the PBM and may receive positive margin in connection with the pharmacy network, as well as other financial credits, administrative fees and/or other amounts from network pharmacies, drug manufacturers or the PBM (collectively "Financial Credits"). Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC shall retain sole and exclusive right to all Financial Credits, which constitute BCBSKC property (and are not plan assets), and BCBSKC may use such Financial Credits in its sole and absolute discretion, including without limitation to help stabilize BCBSKC's overall rates and to offset expenses, and BCBSKC does not share Financial Credits with the Employer.

Without limitation to the foregoing, Employer acknowledges and agrees to the following ("Financial Credit Rules") for itself and its Covered Persons that: (1) Employer and/or Covered Persons shall have no right to receive, claim or possess any beneficial interest in any Financial Credits; (2) Applicable drug benefit copayments, coinsurance, outpatient prescription drug deductible, deductible and/or maximum allowable benefits (including without limitation Calendar Year Maximum and Lifetime Maximum benefits) shall in no way be adjusted or otherwise affected as a result of any Financial Credits, except as may be required by law; (3) Any deductible and/or coinsurance required for prescription drugs shall be based upon the allowable charge at the pharmacy, and shall not change as a result of any Financial Credits, except as may be required by law; and (4) Amounts paid to pharmacies or any prices charged at pharmacies shall in no way be adjusted or otherwise affected as a result of any Financial Credits.

6.7.1 Pharmacy Carve-In Credits. BCBSKC agrees to provide Employer with pharmacy carve in-credits as provided in this section. The carve-in credit shall be \$13.00 per member per month, and shall be paid on a quarterly basis through a credit against amounts invoiced and due from Employer. The number of members shall be determined from the actual enrollment in the health plans with prescription drug coverage.

BCBSKC has the right, upon notice, to make an equitable adjustment to the carve-in credit amount in the event there is:

- (a) a material change in the conditions or assumptions utilized in providing the carve-in credit;
- (b) a material change in the size or demographic's of the Employer's membership;
- (c) Employer takes an action that has the effect of lowering the amount of Financial Credits available to BCBSKC; or
- (d) A material change in law or the pharmacy benefit industry that adversely impacts BCBSKC's ability to obtain Financial Credits.

Employer agrees to fully and accurately disclose and report pharmacy carve-in credits and any other discount, rebate, or other credit received by Employer or retained by BCBSKC and/or its PBM, as required by law.]

6.8 Entire Agreement. This Addendum and the Group Contract(s) constitute the entire Agreement between the parties concerning this subject matter and supersede all other agreements, representations or communications, oral or written, between the parties or their predecessors

relating to the transactions contemplated by or which are the subject matter of this Addendum, and both parties understand and agree that prior agreements, practices or statements inconsistent with the language, terms and conditions of this Addendum are of no force or effect.

Article 7 **Definitions**

Access Fee The amount paid by Employer to BCBSKC for network management and access, determined as set forth in Exhibit A (Cost Plus Provisions) Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Contract Period The current contract term specified in the Group Contract(s) (which may be referred to in the Group Contract(s) as “Contract Year”).

Coverage Class The level of coverage selected by an Employee as set forth in Exhibit B (Rate Exhibits) (e.g., “Individual”, “Family”, etc.).

Covered Person(s) Those individuals as defined in the Group Contract(s).

Covered Services Those services, supplies, equipment and care as defined in the Group Contract(s).

Cumulative Monthly Claims Limit The amount of Paid Claims for all Covered Persons’ Covered Services for a Contract Period at which Employer has no further obligation, calculated as the sum of the Monthly Claims Limit for each month of the Contract Period to date.

Cumulative Paid Claims The sum of Paid Claims for each month of the Contract Period to date.

Cumulative Prior Payment Amount The sum of the amounts paid by Employer under Article 1.3 for each prior month (i.e., excluding the current month in question) of the Contract Period to date.

Fiduciary as used in this Agreement means Fiduciary as defined in ERISA at 29 U.S.C. 1002 (21)(A) and has no other meaning at law or in equity.

Fixed Cost Fees The amount of money to be paid by the Employer to BCBSKC for services under the Group Contract including such services as claims processing and investigation, utilization management, claims management, production and distribution of member identification cards, wellness services, web-based member services, brokerage fees, BlueCard fees and other general services. For any month during the Contract Period, Fixed Cost Fees shall equal the amounts set forth in the Fixed Cost Fees section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Fixed Premium The Fixed Cost Fees, Pooling Charges, Access Fees and Statutory Assessments as set forth in Exhibit A (Cost-Plus Provisions) and/or Exhibit B (Rate Exhibits), as applicable; provided, that the Access Fees and any Statutory Assessments shall be billed with the Monthly Settlement Report.

Group Contract(s) Those Group Contract(s) identified in Exhibit A (Cost Plus Provisions).

Individual Pooling Limit The amount at which any Paid Claims for a Covered Persons' Covered Services in excess of such amount during a Contract Period are not counted as Paid Claims for purposes of determining Employer's claims obligations under Article 1.3 during such Contract Period. The Individual Pooling Limit does not include any capitated payments associated with any Paid Claims or Covered Services. Capitated payments include, but are not limited to, Medical Value Spira Care Capitation Payments. Medical Value Spira Care Capitation Payments are value-based payment arrangements with providers participating in certain health care delivery programs, including patient-centered medical homes, accountable care organizations or episode-based medical management. The Individual Pooling Limit does not include Spira Care Capitation Payments. The Individual Pooling Limit does not include Spira Care Capitation Adjustments.

Monthly Claims Limit For any month during the term of this Addendum, the amounts set forth in the Monthly Claims Limit section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Monthly Settlement Report The Employer claims, network access and other obligations as reported for a given month by BCBSKC. The Monthly Settlement Report may include Paid Claims, Access Fees and Statutory Assessments, and, during the Runout Period, Runout Services Fee, as applicable.

Paid Claims All payments for Covered Services during the Contract Period and the Runout Period for claims that were incurred between 01/01/2019 and 12/31/2020 for the Individual Pool Limit and between 01/01/2019 and 12/31/2020 for the Monthly Claims Limit while this Addendum was in effect, or for claims that were incurred under this Addendum between the parties for the previous Contract Period, if applicable; including Medical Value Payments and other provider charges, such as capitation (including Spira Care Capitation Payments), when applicable. Paid Claims are those amounts paid to a provider, which the provider has agreed to accept as payment in full at the time of claim payment for Covered Services provided to Covered Persons. Paid Claims are not reduced by any administration fees, network management fees, provider and pharmaceutical rebates, incentive arrangements, or any other reductions or credits a provider may periodically give BCBSKC, or any other amounts that a provider may pay BCBSKC for services such as administration, marketing, managed care or quality improvement programs performed by BCBSKC for the provider. BCBSKC retains these amounts and they do not reduce the amount of Paid Claims. All services are deemed to be incurred on the date the service was actually rendered. A claim shall be deemed to be paid when a valid draft for payment of such benefit has been issued to the person or persons authorized for such purpose by agreement of the Employer and BCBSKC.

Plan Sponsor as used in as used in this Agreement means Plan Sponsor as defined in ERISA at 29 U.S.C. (16)(B) and has no other meaning at law or in equity.

Pooling Charges The amount payable by the Employer to BCBSKC for limiting the Employer's claims obligation under the terms of the Cumulative Monthly Claims Limit and Individual Pooling Limit, and, if applicable, for Terminal Liability Coverage. For any month during the Contract Period, Pooling Charges shall equal the amounts set forth in the Pooling Charges section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Product Type The type of product(s) offered by Employer to Covered Persons, as set forth in Exhibit B (Rate Exhibits) (e.g., Blue Advantage, Blue Care, Dental, etc.).

Runout Claims Claims for Covered Services incurred by Covered Persons prior to the termination of this Addendum but paid by BCBSKC during the Runout Period. For purposes of clarification, Runout Claims do not include claims incurred after termination of this Addendum.

Runout Period The first twelve (12) months following termination of this Addendum.

Runout Services The services provided by BCBSKC for Runout Claims after termination of this Addendum.

Runout Services Fee The fee payable by Employer to BCBSKC for Runout Services, which is equal to the sum of: (a) ten percent (10%) of Runout Claims during the month; and (b) ten percent (10%) of the difference between billed charges and the Allowable Charge for all Runout Claims (i.e., 10% of network discounts) during the month.

Statutory Assessments Governmental entities assess a variety of fees, taxes, surcharges and/or assessments on employer-sponsored health coverage. These include, but are not limited to, state premium taxes, Affordable Care Act (ACA) assessments such as the Health Insurance Providers Fee, the Patient-Centered Outcomes Research Institute Fee (aka Comparative Effectiveness Fee) and the Transitional Reinsurance Fee, as well as miscellaneous state or local assessments, including but not limited to, the New York Healthcare Reform surcharge and the Maine Dirigo Access Payment.

Terminal Liability Coverage Coverage for Runout Claims exceeding a specified maximum at termination of this Addendum.

Terminal Liability Coverage Charges The cost associated with the purchase of Terminal Liability Coverage.

Other Defined Terms Any other capitalized term used in this Addendum and not specifically defined herein, shall have the meaning ascribed to it in the Group Contract(s).

IN WITNESS WHEREOF, BCBSKC and Employer have caused this Addendum to be executed effective as of the Effective Date.

Jackson County

Blue Cross and Blue Shield of Kansas City

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A
Cost Plus Provisions

1. This Addendum shall be applicable to:

 X Employer's Group Health Contract: Group Number(s) 31618000
 Employer's Group Dental Contract: Group Number(s)

2. The Individual Pooling Limit per Covered Person shall be \$200,000.

3. The Access Fee is due and payable with the Monthly Settlement Report and shall be:

\$20.00 per Employee per month

4. Minimum Annual Claims Limit:

The greater of: (a) \$14,564,285; or (b) 90% of the amounts set forth in the Monthly Claims Limit section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations for the first month of the Contract Period, times the number of months of the Contract Period as defined in Article 7.

Exhibit B
Rate Exhibits

Fixed Premium

1. The Fixed Cost Fees are as follows:

Employee	\$25.53
Employee + One	\$63.82
Family	\$74.66

2. Pooling Charges (including Terminal Liability Coverage Charges, if applicable) are as follows:

Employee	\$37.54
Employee + One	\$93.84
Family	\$109.78

3. Access Fees are as follows:

\$20.00 per Employee per month

4. Statutory Assessments are as follows:

A. The Health Insurance Providers Fee (aka HIT Tax) is due and payable with the Monthly Settlement Report and shall be 2.6% of the sum of the amounts payable under Articles 1.2 1.3 and 1.4.

B. The Patient-Centered Outcomes Research Institute Fee (aka Comparative Effectiveness Fee) is due and payable with the Monthly Settlement Report and shall be \$0.00 per Covered Person (which equals \$0.00 per Covered Person per month).

Exhibit B
Rate Exhibits

Rate Factors

1. 1. Monthly Claims Limit Factors are as follows:

	<u>HMO</u>	<u>PCB PPO</u>	<u>PCB BlueSaver</u>
Employee	\$666.67	\$651.97	\$609.08
Employee + One	\$1,503.32	\$1,474.88	\$1,390.46
Family	\$1,863.59	\$1,819.94	\$1,694.56
	<u>EPO</u>	<u>BSP Spira</u>	<u>BlueSaverSpira</u>
Employee	\$586.13	\$566.67	\$514.67
Employee + One	\$1,321.79	\$1,277.82	\$1,174.92
Family	\$1,638.42	\$1,584.05	\$1,431.87

2. Terminal Liability Factors are as follows:

	<u>HMO</u>	<u>PCB PPO</u>	<u>PCB BlueSaver</u>
Employee	\$1,000.00	\$977.95	\$913.62
Employee + One	\$2,254.97	\$2,212.32	\$2,085.68
Family	\$2,795.38	\$2,729.91	\$2,541.85
	<u>EPO</u>	<u>BSP Spira</u>	<u>BlueSaver Spira</u>
Employee	\$879.19	\$850.00	\$772.00
Employee + One	\$1,982.69	\$1,916.73	\$1,762.38
Family	\$2,457.63	\$2,376.08	\$2,147.80

Performance Standards Agreement Jackson County, Missouri

Administrative Performance Measure

Claims Processing

Claims Administrative Accuracy

Administrative accuracy shall be determined by reviewing a statistically valid sample of medical/dental claims for the correctness of coding accuracy in the administration of the plan. Examples of administrative errors include correct amounts sent to the wrong payee, and/or misapplied deductibles and maximums that do not result in payment errors. Administrative accuracy errors do not include any claims that affect claims payment or deductible accumulation, nor any errors that are corrected by Company prior to audit.

Administrative accuracy will be determined by counting the number of claims in a monthly sample that contains one or more coding errors (errors that do not affect claim payment) divided by the total number of claims in the sample. The resulting number shall then be subtracted from 1.00 to determine the administrative accuracy rate.

Performance Standards:

97% and greater accuracy No Penalty
92% to 96.9% accuracy \$15,000 Penalty
Accuracy less than 92% \$30,000 Penalty

Claims Financial Accuracy

Financial accuracy shall be determined by reviewing a statistically valid sample of medical and dental claims for the dollar amount of payment errors. Payment errors for financial accuracy shall be defined as claims payments that are either overpayments or underpayments of the amounts due to plan participants (i.e. payment in the wrong amount, duplicate payments, payment for non-eligible benefits, misapplied deductible or maximums resulting in payment errors). A financial error that is corrected by Company prior to audit shall not be considered as being a payment error. Overpayments and underpayments made on the same claim to the same provider that result in a correct net payment being made to such provider on such claim shall not be considered a financial payment error.

Financial accuracy of claims payments will be based on the dollar value of the payment errors measured as a percentage of total paid claims (dollar value of payment errors divided by the total dollars paid). The resulting number shall then be subtracted from 1.00 to determine the financial accuracy rate.

Performance Standards:

Company shall process all claims with a Financial Accuracy of 99% or better.

Performance Standards:

99% and greater accuracy No Penalty
98.9% to 92% accuracy \$15,000 Penalty
Accuracy less than 92% \$30,000 Penalty

Claims Processing Timeliness

Claims processing timeliness shall be determined by reviewing claims systems reports for the length of time incurred in processing clean medical claims. Clean medical and dental claims are defined as claims that do not require investigation or intervention. Claims requiring investigation include all claims that are not yet processed and are being held until Company is provided with all information

Performance Standards Agreement Jackson County, Missouri



BlueCross BlueShield
of Kansas City

An Independent Licensee of the
Blue Cross and Blue Shield Association

Administrative Performance Measure

pertinent to the claims as requested by Company and as necessary for processing of the claim. Claims requiring intervention include but are not limited to COB claims, claims requiring medical review, etc. Claims requiring investigation or intervention will not be considered for claims processing timeliness.

Claims processing time will be determined by measuring the interval of business days between the date the clean claim is received by Company and the date the claim is finalized by Company.

Performance Standards:

Company shall process 95% or more of all clean claims within fourteen business days.

Performance Standards:

95% or more within 14 days—No Penalty
90% to 94.9% within 14 days—\$15,000 Penalty
Less than 90% within 14 days—\$30,000 Penalty

Administrative Performance Standards - General Principles

The Administrative Performance Guarantees penalty amounts apply to medical administrative fees as outlined in the Administrative Services Agreement between Blue Cross and the group and will be adjusted in accordance with the performance standards set forth below. The performance measures will be effective January 1, 2020, and will remain in force through December 31, 2020 (hereinafter the "Measurement Period"), or until termination of the Administrative Services Agreement between the two parties, whichever is sooner. Administrator will place a maximum of \$90,000 of medical administrative fee at risk. For each category, performance will be measured by, and penalties, if any, will be calculated on the basis of Administrators audits, surveys, or reports as described in this document. The group retains the right to have internal or external auditors verify the accuracy of Administrators reported results at the Group's expenses.

1. Measurement of Administrator performance against the standards shall be performed and reported to Group by Administrator on a quarterly basis or as otherwise noted.
2. The measures discussed herein are average measures relative to the entire Measurement Period, as set out above. The Appropriate penalties will be paid if the result fails to meet the established goal for the entire Measurement Period. Select measures will be reported on a quarterly basis for illustrative purposes only.
3. This performance guarantee agreement applies only in regard to Group's health services provided directly by Administrator. It is not intended to apply to any other service of coverage, including but not limited to dental and/or life insurance coverage, and carve-outs such as vision, prescription drug card and mental health.
4. Any material failure on the part of Group or its designee to perform on a timely basis those responsibilities specified in the Administrative Services Agreement referenced in Paragraph I. above, that are necessary and integral to the Performance Guarantees made by the Administrator shall void, until such time they have been corrected, the applicable Performance Guarantee and the Administrator shall be held harmless.

Payment of Penalties

Although we will provide quarterly performance reports, penalties will be assessed for any Plan Year in which the Company fails to meet or exceed the Performance Standards specified herein for Claims Administrative Accuracy, Claims Financial Accuracy, and Claims Processing Timeliness. Performance will be calculated based on an annual average excluding the best and worst months.

Performance Standards Agreement Jackson County, Missouri



BlueCross BlueShield
of Kansas City

An Independent Licensee of the
Blue Cross and Blue Shield Association

Audit of Performance

Plan Sponsor agrees to accept the results and the methodology as defined therein under the Company's internal Quality Assurance Review process as the measurement of the criteria set forth in this Agreement.

Except as stated herein, this Agreement shall not be construed to otherwise change any of the terms or conditions of the Master Contract.

Approved and agreed to this _____ day of _____, 2019.

Jackson County:

By: _____

Name: _____

Title: _____

**Blue Cross and Blue Shield of Kansas
City**

By: _____

Name: _____

Title: _____

SPIRA CARE DISCLOSURE

ASO AND COST-PLUS GROUP CONTRACTS

You have chosen to participate in Blue Cross and Blue Shield of Kansas City's (Blue KC) Spira Care program. There are some special financial features of Spira Care that we describe here.

Introduction. Spira Care provides a financial incentive to participating healthcare providers to use their medical judgment in a fashion that provides cost effective, appropriate medical care. Spira Care healthcare providers may receive additional compensation if they operate in a fashion that shows a beneficial cost impact (as measured by standards described later in this disclosure).

Provider Partners. Initially, Spira Care will operate through an arrangement with third-party healthcare provider organizations (collectively, the "**Provider Partners**"). Members will go the Spira Care clinics to receive care from these Provider Partners through the Spira Care program.

Group's Capitation Payments. Your group will pay a per-member per-month ("**Capitation**") amount for services provided to your members through the Spira Care clinics. This Capitation amount will cover your group's expense for services provided through the Spira Care clinics, except for (a) drugs dispensed at the Spira Care clinics, and (b) any behavioral health services that are beyond what must be provided to members without cost-sharing under the Mental Health Parity and Addiction Equity Act. Your group will be required to pay those drug and behavioral health expenses in the normal way under your contract. They will not be covered by the Capitation amount you pay for services provided through the Spira Care clinics.

The Capitation amount for Spira Care will vary by the age and sex of members and may adjust on January 1 of each year, regardless of your group's plan year. And the Capitation amount for those members covered by a qualified high-deductible health plan will generally be less than the Capitation amount for those members not covered by such a plan.

In addition to receiving the Capitation amount, Blue KC and the Provider Partners will charge those members covered by a qualified high-deductible health plan who have not yet satisfied their deductible for the year an allowable charge for each visit involving non-preventive services. Blue KC and the Provider Partners will collect and keep this allowable charge.

Clinic Operating Performance. There are two special financial aspects of Spira Care. The first involves what is called a "**Clinic Operating Expenses**" calculation. The actual expenses in operating the Spira Care clinics (the Clinic Operating Expenses) for a year may be more or less than the total of the Capitation payments and any member cost-sharing payments made to the Provider Partners for the year. Blue KC and/or the Provider Partners will effectively bear responsibility for the clinic operating performance. Your plan will not be required to pay an additional Capitation amount to make up for any Clinic Operating Expense shortfall.

In determining whether there is an operating loss or gain from the Spira Care clinics, the Clinic Operating Expenses will include not only items like rent, utilities, medical record software, drug acquisition costs, and information technology support, but also the compensation paid to the healthcare professionals associated with the Spira Care clinics for providing care to members who

have selected Spira Care. And in determining the income associated with the clinics (for purposes of determining any clinic operating loss or gain), that income will include not only the total of the Spira Care Capitation and member cost-sharing payments made for the year, but also any amounts paid for drugs dispensed at the clinic.

Sharing of Cost Savings (or Losses). The second special financial feature of Spira Care is that one or more of the Provider Partners will, while making appropriate medical decisions, have a financial incentive to generate savings in the total cost of healthcare provided to members who have selected Spira Care. By total cost of healthcare we mean not just the cost of care provided by the Provider Partner but the cost of all covered healthcare provided to members in the Spira Care program, including care provided outside the Spira Care clinics.

In determining whether there have been cost savings, Blue KC will establish a benchmark and compare the Spira Care program's total cost of healthcare provided to members against that benchmark.

Savings. The intent is that the Provider Partners will perform well, as measured by the standard above, generating savings from what one might otherwise have projected healthcare costs to be. If so, one or more of the Provider Partners will receive incentive compensation equal to a percentage of the savings for the year in question (as those savings are determined under the calculations above).

To pay for all or part of any incentive compensation earned by the Provider Partners, groups in the Spira Care program in subsequent years may pay a larger Capitation amount for Spira Care, or Blue KC may charge higher administrative fees, or both. When successful, the group will experience the benefits of the Spira Care program in real time by seeing its healthcare costs decrease from what one might otherwise have projected them to be.

Losses. If the Provider Partners are not successful in generating savings, and the total cost of care for the Spira Care members instead shows a "loss" (determined under the calculations noted above), one or more of the Provider Partners will be required to bear a portion of that loss. In that event, one or more of the Provider Partners will make a payment to Blue KC equal to a percentage of the loss for the year. This payment will not be credited directly to your group. That means your group will have paid a Spira Care Capitation amount, as well as other healthcare expenses, a portion of which will ultimately come back to Blue KC and not back to your group.

Savings and Losses Not Based on Your Individual Group's Experience. Cost savings or losses will be determined across all groups that participate in Spira Care, including both self-insured and insured groups. This means savings or losses will not be determined based on your group's particular experience. And if any savings or losses are reflected in future years' Capitation amounts, the effect on your group will depend on the number of members in your group during the later year for which the Capitation is adjusted. Further, any Capitation adjustments for future years (to reflect savings or losses) may be different for insured groups that are not Cost-Plus groups than for ASO and Cost-Plus groups.

Blue KC's Interest in Provider Partners. Blue KC, or a subsidiary of Blue KC, has an ownership interest in one or more of the Provider Partners, and has the potential to obtain additional

ownership in at least one of the Provider Partners. As a consequence, payments made to those Provider Partners may have a financial impact on Blue KC.

Blue KC or Subsidiary. The financial arrangements with the Provider Partners may actually be made between those providers and a subsidiary of Blue KC, rather than with Blue KC directly.

Agreed to and acknowledged:

By: _____
Name: _____
Title: _____
Date: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with four twelve-month options to extend, for the furnishing of vision care insurance coverage as an employee benefit for use countywide to EyeMed Vision Care of Mason, OH, pursuant to the recommendation of the County's benefits broker, Garry and Associates.

RESOLUTION NO. 20272, September 30, 2019

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, by Resolution 20184, dated June 17, 2019, the Legislature did award a contract for the furnishing of broker and consulting services for employee vision insurance for use countywide to Garry and Associates of North Kansas City, MO; and,

WHEREAS, Garry and Associates has solicited written proposals for group vision care insurance coverage for County employees; and,

WHEREAS, a total of two responses were received from the following:

RESPONDENT

EyeMed
Mason, OH

VSP Vision Care
Rancho Cordova, CA

and,

WHEREAS, the Director of Finance and Purchasing and Garry and Associates recommend the award of a twelve-month contract with four twelve-month options to renew, for the

furnishing of eye care insurance as an employee benefit for use countywide to EyeMed of Mason, OH, as the best bid meeting specifications as set forth in the attached recapitulation and analysis; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds subject to annual appropriation; and,

WHEREAS, the total monthly premium costs for 2020 by plan type and rate option are as follows:

Individual	\$6.24
Eligible Employee + Spouse	\$11.85
Eligible Employee + Children	\$12.48
Family	\$18.74

and,

WHEREAS, the recommended employee shares of the monthly premiums are as follows:

Individual	\$5.56
Eligible Employee + Spouse	\$10.58
Eligible Employee + Children	\$11.14
Family	\$16.36

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute a twelve-month contract with four twelve-month options to renew, for the furnishing of vision care insurance coverage as an employee benefit for use countywide with EyeMed of Mason, OH; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are available in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20272 of September 30, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

9/26/19

Date



Chief Administrative Officer



JACKSON COUNTY Human Resources Department

Jackson County Courthouse
415 East 12th Street, First Floor
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3135
Fax: (816) 881-3474

To: Katie Bartle, Senior Buyer

From: Michelle Chrisman, Deputy Director of Human Resources

Subj: Vision Selection

Date: September 17, 2019

Our broker Garry & Associates completed the bid process for Jackson County, Missouri's Vision plan. We received two vision bids from EyeMed and VSP. The committee has reviewed all bids and pricing and have recommended continuing with EyeMed Vision plan.

EyeMed had a slight increase in premiums and was the lowest bid on pricing. They are offering a 4-year rate guarantee. In addition, they offer discounts on Hearing Care exam and discounted hearing aid.

cc: Ed Stoll



REQUEST FOR QUALIFICATIONS 19-19
RFQ NAME: Vision Plan

DEPARTMENT NAME: Human Resources

No	Respondent	Plan Services Eyemed	Costs Eyemed	Total Score
1		40 Points	60 Points	100 points
		40	60	100.0
2		40	60	100.0
3		35	55	90.0
	Average points	38.33	58.33	96.67
No	Respondent	Plan Services VSP	Costs VSP	Total Score
1		40 Points	60 Points	100 points
		40	55	95.0
2		40	50	90.0
3		30	50	80.0
	Average points	36.67	51.67	88.3

COMMENTS:

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.



REQUEST FOR QUALIFICATIONS 19-19

RFQ NAME: Vision Plan

DEPARTMENT NAME: Human Resources

No	Respondent	Plan Services	Costs	Total Score
		40 Points	60 Points	
1	EyeMed	40	60	100
2	VSP	40	55	95

COMMENTS:

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.

#2



REQUEST FOR QUALIFICATIONS 19-19

RFQ NAME: Vision Plan

DEPARTMENT NAME: Human Resources

No	Respondent	Plan Services		Costs	Total Score
		40 Points	60 Points	60 Points	
1	EyeMed	40	60	100	100 points
2	VSP	40	50	90	

COMMENTS:

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.

What's in it for me?

Options. It's simple really. We're dedicated to helping you see clearly – and that's why we've built a network that gives you lots of choices and flexibility. You can choose from thousands of independent and retail providers to find the one that best fits your needs and schedule. No matter which one you choose, our plan is designed to be easy-to-use and help you access the care you need. Welcome to EyeMed.



Benefits Snapshot	With EyeMed	Out-of-Network Reimbursement
Exam with dilation as necessary (Once every 12 months)	\$10 Co-pay	Up to \$40
Frames (Once every 24 months)	\$0 Co-pay; \$150 allowance; 20% off balance over \$150	Up to \$105
Single Vision Lenses (Once every 12 months) Or	\$20 Co-pay	Up to \$30
Contacts (Once every 12 months)	\$0 Co-pay; \$150 allowance; plus balance over \$150	Up to \$150

And now it's time for the breakdown . . .

Here's an example of what you might pay for a pair of glasses with us vs. what you'd pay without vision coverage. So, let's say you get an eye exam and choose a frame that costs \$163 with single vision lenses that have UV and scratch protection. Now let's see the difference..

**90%
SAVINGS
with us***

With EyeMed		Without Insurance**	
Exam	\$10 Co-pay	Exam	\$106
Frame	\$163 -\$150 allowance \$13 -\$2.60 (20% discount off balance) \$10.40	Frame	\$163
Lens	\$20 Co-pay \$0 UV treatment add-on +\$0 Scratch coating add-on \$20	Lens	\$78 \$23 UV treatment add-on +\$25 Scratch coating add-on \$126
Total	\$40.40	Total	\$395



Download the EyeMed Members App
It's the easy way to view your ID card, see benefit details and find a provider near you.



*This is a snapshot of your benefits. Actual savings will depend on provider, frame and lens selections. **Based on industry averages.

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20272

Sponsor(s): Charlie Franklin

Date: September 30, 2019

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Awarding a 12 month term and supply contract with four twelve-month options to extend for the furnishing of vision coverage as an employee benefit																		
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">Amount authorized by this legislation this fiscal year:</td> <td style="width:20%; text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____				Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$					
Amount authorized by this legislation this fiscal year:	\$																		
Amount previously authorized this fiscal year:																			
Total amount authorized after this legislative action:	\$																		
Amount budgeted for this item * (including transfers):	\$																		
Source of funding (name of fund) and account code number:	\$																		
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): 18857 6/15/2015; 20184 6/17/2019																		
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Michelle Chrisman, Interim Director of Human Resources, 816-881-1204																		
REQUEST SUMMARY	This resolution would allow the opportunity for all eligible County employees to elect vision coverage for themselves and their family at no cost to the county. Bids were solicited by Garry & Associates and the lowest bidder and best provider was selected from two proposals. <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:10%;">NO.</th> <th style="width:30%;">RESPONDENT</th> <th style="width:20%;">PLAN SERVICES</th> <th style="width:20%;">COST</th> <th style="width:20%;">TOTAL SCORE</th> </tr> <tr> <td></td> <td></td> <td>40 Points</td> <td>60 Points</td> <td>100 Points</td> </tr> </thead> <tbody> <tr> <td>1.0</td> <td>EyeMed</td> <td>38.33</td> <td>58.33</td> <td>96.6</td> </tr> </tbody> </table> <p>This vision coverage will allow employees to receive a vision exam for a \$10 copay and provide a hardware/contact lenses benefit as well as related discounts. In addition, EyeMed offers a Hearing Care discount on exams and hearing materials.</p>				NO.	RESPONDENT	PLAN SERVICES	COST	TOTAL SCORE			40 Points	60 Points	100 Points	1.0	EyeMed	38.33	58.33	96.6
NO.	RESPONDENT	PLAN SERVICES	COST	TOTAL SCORE															
		40 Points	60 Points	100 Points															
1.0	EyeMed	38.33	58.33	96.6															
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A																		
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals																		
ATTACHMENTS	EyeMed Proposal Benefit Summary																		
REVIEW	Department Director: <i>Michelle Chrisman</i>			Date: <i>9/17/19</i>															

Finance (Budget Approval): <i>If applicable</i>	Date: 9/17/19
Division Manager: <i>[Signature]</i>	Date: 9/17/19
County Counselor's Office: <i>RYAN O. COUNSKY by WGS SS</i>	Date: 9/19/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts with two twelve-month options to extend, for the furnishing of group dental insurance as an employee benefit for use countywide to Cigna Health and Life Insurance Company of Overland Park, KS, and FCL Dental of Sugar Land, TX, pursuant to the terms and conditions of Request for Proposals No. 27-19.

RESOLUTION NO. 20273, September 30, 2019

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited written proposals for group dental insurance for County employees for a dental health maintenance organization (DHMO) plan and a preferred provider organization (PPO) plan; and,

WHEREAS, a total of fourteen notifications were distributed and seven responses were received, one of which was rejected as non-compliant with the proposal requirements, with the remaining responses from the following:

RESPONDENTS

MetLife
Overland Park, KS

The Standard of Portland
Portland, OR

Cigna
Overland Park, KS

Blue Cross and Blue Shield
Kansas City (Jackson County), MO

FCL Dental (Dental Source)
Sugar Land, TX

Delta Dental
Kansas City, MO

and,

WHEREAS, following evaluation of the responsive proposals received, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of twelve-month term and supply contracts, with two twelve-month options to extend, for the furnishing of group dental insurance as an employee benefit for use countywide to Cigna Health and Life Insurance Company of Overland Park, KS, and FCL Dental of Sugar Land, TX, under the term and conditions of Request for Proposal No. 27-19; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds subject to annual appropriation; and,

WHEREAS, the total monthly premium costs for 2020 by plan type and rate option are as follows:

	<u>INDIVIDUAL</u>	<u>INDIVIDUAL + 1</u>	<u>FAMILY</u>
Base PPO Plan	\$17.92	\$33.18	\$59.75
Buy Up PPO Plan	\$28.33	\$55.86	\$93.24
Dental Source	\$8.76	\$14.26	\$22.00

and,

WHEREAS. The recommended employee shares of the monthly premiums are as follows:

	<u>INDIVIDUAL</u>	<u>INDIVIDUAL + 1</u>	<u>FAMILY</u>
Base PPO Plan	\$13.10	\$25.22	\$47.28
Buy Up PPO Plan	\$23.26	\$47.36	\$79.96
Dental Source	\$4.38	\$7.12	\$11.00

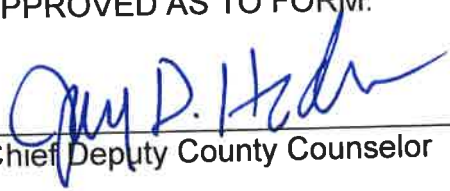
now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a split award of twelve-month contracts with two twelve-month options to renew, for the furnishing of dental insurance as an employee benefit for use countywide to Cigna Health and Life Insurance Company of Overland Park, KS, and FCL Dental of Sugar Land, TX; and,


BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract, to the extent that appropriations to the using spending agencies are available in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20273 of September 30, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

9/26/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION
EXECUTIVE OFFICE

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20273

Sponsor(s): Charlie Franklin

Date: September 30, 2019

SEP 16 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Two Twelve Month Options to Extend for the furnishing of Employee Group Dental Insurance as an employee benefit to Cigna Health and Life Insurance Company of Overland Park, KS and FCL Dental of Sugarland, TX under the terms and conditions of Request for Proposal No 27-19.</u></p>																																			
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Countywide Estimated Use: \$500,000</p> <p>This is an employee benefit with a contribution from the County. Usage is dependent on number of participating employees and the amount of the contribution from the County.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$																									
Amount authorized by this legislation this fiscal year:	\$																																			
Amount previously authorized this fiscal year:																																				
Total amount authorized after this legislative action:	\$																																			
Amount budgeted for this item * (including transfers):	\$																																			
Source of funding (name of fund) and account code number:	\$																																			
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 19250 (September, 2016)</p>																																			
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>																																			
REQUEST SUMMARY	<p>Jackson County, Missouri requires Group Dental Insurance as a countywide employee benefit. The Purchasing Department issued Request for Proposal 27-19 in response to those requirements.</p> <p>A total of twenty notifications were distributed and seven responses were received. One response was rejected for being non-compliant with the proposal requirements. The remaining six responses were evaluated as follows:</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>NO</th> <th>RESPONDENT</th> <th>COST 75 Points</th> <th>NETWORK MATCH 25 Points</th> <th>TOTAL SCORE 100 Points</th> </tr> </thead> <tbody> <tr> <td>1.0</td> <td>MetLife of St. Louis, MO</td> <td>57.5</td> <td>20</td> <td>77.5</td> </tr> <tr> <td>2.0</td> <td>The Standard of Portland, OR</td> <td>56</td> <td>20</td> <td>76</td> </tr> <tr> <td>3.0</td> <td>Cigna of Overland Park, KS</td> <td>71.25</td> <td>20</td> <td>91.25</td> </tr> <tr> <td>4.0</td> <td>Blue Cross Blue Shield of Kansas City, MO</td> <td>62.75</td> <td>25</td> <td>87.75</td> </tr> <tr> <td>5.0</td> <td>FCL Dental of Sugar Land, TX</td> <td>72</td> <td>15</td> <td>87</td> </tr> <tr> <td>6.0</td> <td>Delta Dental of Kansas City, MO</td> <td>53.75</td> <td>24</td> <td>77.75</td> </tr> </tbody> </table> <p>Cigna of Overland Park Kansas was the respondent with the lowest prices on the two PPO plans, and earned the highest ranking. FCL Dental of Sugar Land, TX only bid on the DHMO plan, and was the respondent with the lowest price on that plan. For this reason, a split award is recommended with Cigna providing the two PPO plans and FCL Dental providing the DHMO plan.</p>	NO	RESPONDENT	COST 75 Points	NETWORK MATCH 25 Points	TOTAL SCORE 100 Points	1.0	MetLife of St. Louis, MO	57.5	20	77.5	2.0	The Standard of Portland, OR	56	20	76	3.0	Cigna of Overland Park, KS	71.25	20	91.25	4.0	Blue Cross Blue Shield of Kansas City, MO	62.75	25	87.75	5.0	FCL Dental of Sugar Land, TX	72	15	87	6.0	Delta Dental of Kansas City, MO	53.75	24	77.75
NO	RESPONDENT	COST 75 Points	NETWORK MATCH 25 Points	TOTAL SCORE 100 Points																																
1.0	MetLife of St. Louis, MO	57.5	20	77.5																																
2.0	The Standard of Portland, OR	56	20	76																																
3.0	Cigna of Overland Park, KS	71.25	20	91.25																																
4.0	Blue Cross Blue Shield of Kansas City, MO	62.75	25	87.75																																
5.0	FCL Dental of Sugar Land, TX	72	15	87																																
6.0	Delta Dental of Kansas City, MO	53.75	24	77.75																																

	Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department recommends awarding a Twelve Month Term and Supply Contract with Two Twelve Month Options to Extend for the furnishing of Employee Group Dental Insurance as an employee benefit to Cigna Health and Life Insurance Company of Overland Park, KS and FCL Dental of Sugarland, TX under the terms and conditions of Request for Proposal No 27-19.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Recommendation Memo from Human Resources, Evaluation Matrices, Bid Abstract, Pertinent pages of the proposals and agreements from Cigna and FCL Dental	
REVIEW	Department/Director: <i>Michelle Chusman</i>	Date: <i>9/10/19</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>9/19/19</i>
	Division Manager: <i>[Signature]</i>	Date: <i>9/16/19</i>
	County Counselor's Office: <i>RYAN O. COUINSKY by WBS SC</i>	Date: <i>9/19/19</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY

Human Resources Department

Jackson County Courthouse
415 East 12th Street, First Floor
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3135
Fax: (816) 881-3474

To: Katie Bartle, Senior Buyer

From: Michelle Chrisman, Deputy Director of Human Resources

Subj: Dental Insurance Selection – RFP 27-19

Date: September 6, 2019

As you know, we received six dental bids from Metlife, The Standard, Cigna, Blue Cross Blue Shield, FCL Dental and Delta Dental. The committee has reviewed all bids and pricing and have recommended a split contract with FCL Dental for the DHMO plan and Cigna for the PPO Base and Buy-Up plans.

FCL Dental bid for the DHMO is a no increase in rates for the DHMO. Cigna's bid for the PPO Plans was the lowest bid. PPO-Base plan will increase 2.5% and the PPO-Buy-up plan will increase 2.3% and has a rate cap of 6% on the 1/1/2021 renewal.

Again, the committee selected to review the dental bids proposals has recommend approving a split contract with FCL Dental for DHMO and Cigna for the PPO plans.

cc: Ed Stoll



REQUEST FOR PROPOSAL 27-19
 RFP NAME: Group Dental Insurance
 DEPARTMENT NAME: Human Resources

No	Respondent	Cost		Network Match		Total Score
		75 Points	25 Points	25 Points	100 points	
1.0	MetLife	69	22		82	
2.0	The Standard	64	23		87	
3.0	Cigna	70	23		93	
4.0	Blue Cross Blue Shield of Kansas City	66	25		91	
5.0	FCL Dental	73	25		98 (DHMO)	
6.0	Delta Dental	65	20		85	

COMMENTS:
 FCL - DHMO only - IF CIGNA is chosen as PPO would recommend FCL as DHMO carrier

Instructions:
 Assign score according to point value (1 is lowest) for each criterion for each vendor.



REQUEST FOR PROPOSAL 27-19
RFP NAME: Group Dental Insurance
DEPARTMENT NAME: Human Resources

No	Respondent	Cost		Network Match		Total Score
		75 Points	25 Points	25 Points	100 points	
1.0	MetLife	65	20		85	
2.0	The Standard	65	20		85	
3.0	Cigna	75	20		95	
4.0	Blue Cross Blue Shield of Kansas City	65	25		90	
5.0	FCL Dental	75	15		90	
6.0	Delta Dental	40	23		63	

COMMENTS:

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.



REQUEST FOR PROPOSAL 27-19
 RFP NAME: Group Dental Insurance
 DEPARTMENT NAME: Human Resources

No	Respondent	Cost		Network Match		Total Score
		75 Points	25 Points	25 Points	100 points	
1.0	MetLife	55	19		74	
2.0	The Standard	50	18		68	
3.0	Cigna	70	17		87	
4.0	Blue Cross Blue Shield of Kansas City	60	24		84	
5.0	FCL Dental	70	16		86	
6.0	Delta Dental	55	20		75	

COMMENTS:

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.

#4



REQUEST FOR PROPOSAL 27-19

RFP NAME: Group Dental Insurance

DEPARTMENT NAME: Human Resources

No	Respondent	Cost		Network Match		Total Score
		75 Points	25 Points	25 Points	100 points	
1.0	MetLife	50 50	20			70
2.0	The Standard	45 45	20			65
3.0	Cigna	70	20			90
4.0	Blue Cross Blue Shield of Kansas City	60	25			85
5.0	FCL Dental	70	15			85
6.0	Delta Dental	55 55	24			79

COMMENTS:

Cigna had higher DTHMO cost & Lower PPO cost
FCL Dental best cost in DTHMO

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.

Cigna Health and Life Insurance Company

*Mailing Address: Hartford, Connecticut 06152
Home Office: Bloomfield, Connecticut*

CIGNA HEALTH AND LIFE INSURANCE COMPANY

POLICYHOLDER: Sample

ADDRESS: Sample

ACCOUNT/GROUP NUMBER: Sample

<u>Group Insurance Policy and Policy Number</u>	<u>Effective Date</u>	<u>Anniversary Date</u>
CIGNA DENTAL PREFERRED PROVIDER INSURANCE Sample-DPPO	01/01/2019	01/01

This policy is issued in Missouri and shall be governed by its laws.

This Policy contains the terms under which the Insurance Company agrees to insure certain Employees and pay benefits.

The Insurance Company and the Policyholder have agreed to all of the terms of this policy.



POLICY CONTENTS

	Page
THE INSURANCE SCHEDULE.....	5
PREMIUMS.....	6
CANCELLATION OF POLICY.....	8
MISCELLANEOUS PROVISIONS.....	9
PROVISIONS.....	10

CERTIFICATE CONTENTS

ELIGIBILITY.....	Certificate
EFFECTIVE DATE.....	Certificate
THE SCHEDULE ALL OTHER SCHEDULE SECTIONS.....	Certificate
BENEFITS Dental Insurance.....	Certificate
GENERAL LIMITATIONS.....	Certificate
COORDINATION OF BENEFITS.....	Certificate
PAYMENT OF BENEFITS.....	Certificate
TERMINATION OF INSURANCE.....	Certificate
DEFINITIONS.....	Certificate

THE INSURANCE SCHEDULE

The terms set forth herein and in the Certificate(s) listed below describe the insurance underwritten by the Insurance Company. These Certificates are included in and made a part of the policy(ies). Each Certificate is identified by a Certificate Number (CN).

Any reference in the certificate to "you" or "yours" refers to the Employee.

An Employee in any of the classes shown below may be insured but only for the policy(ies) listed for his Employee Class. The Effective Date shown below is the date on which a policy becomes effective for an Employee Class.

An Employee will become eligible and insured in accordance with the terms of the "Eligibility" and "Effective Date" sections of the Certificate.

<u>GROUP POLICY(IES)</u>		<u>EMPLOYEE CLASS</u>	
<u>Certificate Number</u>	<u>Policy(ies)</u>	<u>Eligible Employees</u>	<u>Effective Date</u>
CN001	CIGNA DENTAL PREFERRED PROVIDER INSURANCE Sample-DPPO	Each Employee as reported to the insurance company by your Employer	01/01/2019

PREMIUMS

PREMIUM PAYMENT. The first premium will be due on the Effective Date. After that, premium will be due monthly unless the Policyholder and the Insurance Company agree on some other method of premium payment. The Policyholder and the Insurance Company may agree to change the method of premium payment from time to time. Premiums are payable at the Home Office of the Insurance Company or to an authorized agent of the Insurance Company.

PREMIUM DUE DATE. After the Effective Date, the Premium Due Date will be the first of the month. The Anniversary Date will be the first of the month when the policy becomes effective. If the Policyholder and the Insurance Company agree that premiums will be paid on a quarterly, semiannual or annual basis, the Premium Due Date will be at the appropriate regular interval, quarterly, semiannually or annually. Premiums must be received at the Home Office or by an authorized agent of the Insurance Company on the Premium Due Date or the policy will be cancelled except as set forth in the Grace Period.

MONTHLY STATEMENT DATE. If premiums are to be paid monthly, the Monthly Statement Date will be the same as the Premium Due Date. If premiums are to be paid on a quarterly, semiannual or annual basis, the Monthly Statement Date will be the day in each month with the same number as the Premium Due Date.

MONTHLY PREMIUM STATEMENT. If premiums are due monthly, a Monthly Premium Statement will be prepared as of the Premium Due Date. This Monthly Premium Statement will show the premium due. If premiums are due quarterly, semiannually or annually, a Monthly Premium Statement will be prepared as of the Monthly Statement Date for the time from the Monthly Statement Date to the next Premium Due Date. This Monthly Statement will reflect any pro rata premium charges and credits due to changes in the number of insured persons and changes in insurance amounts that took place in the preceding month.

SIMPLIFIED ACCOUNTING. To simplify the accounting process, premium adjustments will be made on the Monthly Statement Date that is the same as or next follows the date that:

- A person becomes insured.
- The amount of insurance on a person changes, but not due to a revision of The Schedule.
- A person ceases to be insured.

MONTHLY PREMIUM RATE FOR DENTAL INSURANCE. The monthly premium rate for Dental Insurance is determined by written agreement between the Policyholder and Cigna Health and Life Insurance Company.

DENTAL INSURANCE PREMIUM. The monthly premium for Dental Insurance will be calculated as follows:

- Multiply the number of Employees insured on the Premium Due Date in each rate class by the premium rate in effect on that date for that class.
- Add the results.

CHANGE IN METHOD OF PREMIUM PAYMENT. If premiums are to be paid other than monthly, the method of calculation is the same. However, the rate for each class is first changed to quarterly, semiannual or annual rates by multiplying them by 2.9852, 5.9557 or 11.8227, respectively. All results are taken to the nearer cent. If the Policyholder and the Insurance Company agree to a change in the method of premium payment or to a change in the Anniversary Date, a pro rata adjustment will be made in the premium due.

CHANGES IN PREMIUM RATES. Any premium rate may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No such change will be made until 12 months after the Effective Date. An increase will not be made more often than once in a 12-month period. If an increase in premium rates takes place on a date that is not a Premium Due Date, a pro rata premium will be due on the date of the increase. The pro rata premium will apply for the increase from the date of the increase to the next Premium Due Date. If a decrease in premium rates takes place on a date that is not a Premium Due Date, a pro rata credit will be granted. The pro rata credit will apply for the decrease from the date of the decrease to the next Premium Due Date.

The Insurance Company may change rates immediately if, following the latter of the effective date or renewal date, the enrolled population either increases or decreases by 10% or more.

As of any Anniversary Date after the policy has been in force for 12 months, the Insurance Company may grant a credit in such amount as it may determine, based on experience. The experience under this policy may be combined with the experience under other contracts issued by the Insurance Company or its affiliates and covering the policyholder or its employees.

The Insurance Company may change rates immediately if, in its opinion, its liability is altered by any change in state or federal law or by a revision in the insurance under the policy. Any such change in rates will take effect on the effective date of the change in law or change in the insurance.

CANCELLATION OF POLICY

The Policyholder may cancel the policy as of any Premium Due Date by giving written notice to the Insurance Company before the date.

The Insurance Company may cancel the policy due to the following reasons only:

- with at least 90 days prior written notice, if the Insurance Company ceases to offer coverage of this type, in accordance with applicable state or federal law;
- as of any Premium Due Date, if the premium is not received at the Home Office or by an authorized agent of the Insurance Company when due;
- immediately, if the Employer has performed an act or practice that constitutes fraud or has intentionally misrepresented a material fact;
- if the Insurance Company withdraws from the health insurance market with prior written notice and in accordance with applicable state or federal law;
- in accordance with any applicable state law, if it is determined that the size of the Employer group has changed, making such group eligible for a guaranteed issued small group product;

Coverage will cease at midnight on the date on which termination occurs, unless otherwise stated above.

Uniform Modification of Coverage. At renewal, the provisions of this policy may be modified to reflect product revisions which have been uniformly made to this product.

GRACE PERIOD. If, before a Premium Due Date, the Policyholder has not given written notice to the Insurance Company that the policy is to be canceled, a Grace Period of 31 days will be granted for the payment of each premium after the initial premium. The policy will stay in effect during that time. If any premium is not received at the home office or by an authorized agent of the Insurance Company by the end of the Grace Period, the policy will automatically be canceled at the end of the Grace Period; except that, if the Policyholder has given written notice in advance of an earlier date of cancellation, the policy will be canceled as of the earlier date. The Policyholder will be liable to the Insurance Company for any unpaid premium for the time the policy was in force.

MISCELLANEOUS PROVISIONS

EXECUTION OF POLICY. The policy is executed at the Home Office of the Insurance Company. The Post Office address of the Insurance Company is Hartford, Connecticut.

CONSIDERATION. The policy is issued to the Policyholder in consideration of the application and payment of premiums.

INSURANCE DATA. The Policyholder will give the Insurance Company all of the data that it needs to calculate the premium and all other data that it may reasonably require. Failure of the Policyholder to give this data will not void or continue an Employee's insurance. The Insurance Company has the right to examine the Policyholder's records relative to these benefits at any reasonable time while the policy is in effect. It also has this right until all rights and obligations under the policy are finally determined.

MALE PRONOUN. The male pronoun as used herein will be deemed to include the female.

PROVISIONS

ENTIRE CONTRACT. The entire contract will be made up of the policy, the application of the Policyholder, a copy of which is attached to the policy and all subsequent versions of the policy, and the applications, if any, of the Employees.

POLICY CHANGES. Changes may be made in the policy only by amendment signed by the Policyholder and by the Insurance Company acting through its President, Vice President, Secretary, or Assistant Secretary. No agent may change or waive any terms of the policy.

STATEMENTS NOT WARRANTIES. All statements made by the Policyholder or by an insured Employee will, in the absence of fraud, be deemed representations and not warranties. No statement made by the Policyholder or by the Employee to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing and is signed by the Policyholder or the Employee and a copy is sent to the Policyholder, the Employee or his Beneficiary.

NOTICE OF CLAIM. Written notice of claim must be given to the Insurance Company within 30 days after the occurrence or start of the loss on which claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

CLAIM FORMS. When the Insurance Company receives the notice of claim, it will give to the claimant, or to the Policyholder for the claimant, the claim forms it uses for filing proof of loss. If the claimant does not get these claim forms within 15 days after the Insurance Company receives notice of claim, he will be considered to have met the proof of loss requirements if he submits written proof of loss within 90 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which claim is made.

TIME OF PAYMENT OF CLAIMS. Payments due under this policy will be paid immediately after our receipt of complete written or electronic proof of loss.

PROOF OF LOSS. Written proof of loss must be given to the Insurance Company within 90 days after the date of the loss for which claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

PHYSICAL EXAMINATION. The Insurance Company, at its own expense, will have the right to examine any person for whom claim is pending as often as it may reasonably require.

LEGAL ACTIONS. No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with the Insurance Company. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the policy.

TIME LIMITATIONS. If any time limit set forth in the policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity is less than that permitted by the law of the state in which the Employee lives when the policy is issued, then the time limit provided in the policy is extended to agree with the minimum permitted by the law of that state.

INCONTESTABILITY. The Insurance Company will not contest the validity of the policy after two years from the date of issue except for non-payment of premiums. No statement made by an Employee as to his insurability will be used to contest the validity of the insurance after it has been in force prior to the contest for a period of two years. No statement made by an Employee will be used unless it is made in writing and signed by him.

CERTIFICATES. The Insurance Company will issue to the Policyholder for delivery to each insured Employee an individual certificate. The Policyholder will be responsible for distributing the certificates to its Employees. The certificate will show the benefits provided under the policy. It will set forth any changes in benefits due to age and to whom benefits will be paid. Nothing in the certificate will change or void the terms of the policy.

NOTICE OF TERMINATION OF ELIGIBILITY. Written notice of the termination of eligibility of any Employee or Dependent must be given to the Insurance Company within (60) days of the loss of eligibility. If such notice is not received by the Insurance Company within (60) days of the date of loss of eligibility for an Employee or Dependent, then the Employer shall be responsible for all claims for that Employee or Dependent incurred through the (60th) day prior to the Insurance Company's receipt of notice of termination of eligibility for the Employee or Dependent.



Frank Monahan
7400 W. 119th St, Suite 400
Overland Park, KS 66210

RE: Jackson County Missouri Dental RFP June 2019

Cigna is pleased to provide our Dental Proposal for Jackson County Missouri.

We understand the primary drivers of this RFP initiative are to review the opportunity for cost savings, quality features, and to evaluate the advantages of dental plan offerings. It has been our intention to provide a comprehensive response to your RFP and we have offered aggressive multi-year pricing and performance guarantees. We would welcome the opportunity to meet with you and review the Cigna proposal in the immediate future and can look to coordinate a time that fits your schedule.

Some of the highlights of our Dental solution for Jackson County Missouri:

- We have provided insured rates net of commission at 2.5% above current for 12 months with a 6% cap on year 2. The annual commission amount of \$47,500 can be added to these rates as you see fit.
- We have also provided a DHMO quote for 24 months with caps on year 3. Cigna offers the largest DHMO network in our area with over 45 Dental HMO network providers in the area.
- Cigna offers best in class pricing and access from the dental contracts that are in place with our providers today. **The average overall Dental PPO (DPPO) discounts for their zip code areas are 40.7% for our Advantage contracted providers, 20.3% for our DPPO contracted providers and an overall average of 35.4% for our Total DPPO network.**
- We are the only dental carrier to offer **24/7/365** days per year live customer service
- We offer detailed dental report packages that highlight the value of our dental offering and help tie programs together for an overall health and wellness strategy the group. These reports can be developed and delivered as often as quarterly, based on the customers need.
- We have included implementation and **service guarantees in the amount of \$3,000** with our proposal.
- We have included funds for MBE/WBE/VBE vendors in the amount of **\$5,000**.

Cigna Dental DPPO Network:

All dental plan members will have access to our largest DPPO Network. **Cigna's Dental PPO network is aggressively discounted**, and is growing faster than our competition. We are able to offer more access points with true discounts than any other carrier in the industry. We have an in network match of 96% for the dentists that your members use today and our contracting team is working to contract non-contracted providers on your behalf.

Cigna Dental DHMO Network:

"Cigna" is a registered service mark and the "Tree of Life" logo is a service mark of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna Health Management, Inc., Cigna Behavioral Health, Inc., and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

We have also offered an insured DHMO plan option. The DHMO plan bridges a benefit gap for members who have greater dental care needs. The plan design is richer in that it does not have a calendar year maximum limit or a lifetime maximum limit.



Performance Guarantees:

Within the proposal documents you will find an outline of performance guarantees for Jackson County Missouri.

Better Health: Integration and Health Improvement:

All of our dental plans include the **CIGNA Dental Oral Health Integration Program** providing additional coverage for members who have the underlying medical conditions listed below. We use our expertise as a health services company to incorporate behavioral and pharmacy components in the Program – a true total health approach. The **CIGNA Dental Oral Health Integration Program** is the most comprehensive program, reimbursing individuals for enhanced preventive and periodontal services.

These conditions include: High risk pregnancy, Diabetes, Cardiovascular disease, Organ Transplant, Chronic Kidney Disease and Head & Neck Cancer Radiation Treatments

We also have the opportunity to proactively outreach to members with these medical conditions who have not had preventive dental care in six or more months to help them make an appointment to get the care that they need.

Better Customer Experience

We're here to educate and help employees and their dependents understand how their dental health impacts their overall health and wellness. We do this better than anyone else with our interactive support through coaching programs that specifically target at-risk individuals. We offer ongoing education through the **MyCigna.com** customer site and we can create client-specific education programs.

Members can also quickly find a dentist on-the-go with the **MyCigna Mobile app**. But if they have more specific needs, **our 24/7 live customer service support** ensures we're available whenever they need us.

Cigna & Brighter.com.

Our **Cigna owned Brighter.com technology** allows members to have the utmost transparency into the provider office and out of pocket costs.

Our **Brighter.com** tools allow employees and their dependents to:

- Comparison shop for dentists by price, efficiency, patient satisfaction & location



- See how many coworkers also use that dentist
- Receive pro-active outreach when preventive dental care is neglected.

Mobile Dentistry

We know that busy schedules can get in the way of prioritizing preventive dental care visits. Cigna has partnered with a dental logistics company that ships pop up dental chairs and equipment to our client locations, and staffs the event with in network providers, allowing members to receive preventive dental care conveniently in their workplace. This convenient option helps drive down overall health costs by providing needed services in a convenient manner to your dental plan members who might otherwise find it difficult to make the time for preventive dental care services.

From an overall service experience, all Jackson County Missouri employees and dependents would still have one customer service phone number and website for both medical and dental information – all information would be in one place (MyCigna) and available 24/7/365.

Not all dental plans are the same. Cigna offers the best dental solution in the industry. We are best in class with regard to network and discount. We have revolutionized the customer experience through innovative programs such as our Oral Health Integration Program, Dental Outreach and our Brighter customer web tools. Jackson County and their employees will gain better savings, better health, and a better integrated medical and dental experience with Cigna.

Again, we appreciate this opportunity and we are positioned to continue to be Jackson County Missouri's dental partner and we look forward to working with you on this project.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Frank A. Monahan".

Dental Service Type	Cigna Advantage Providers	Cigna DPPO Providers	Non-Participating Providers
	Deductible, Coinsurance and Limitations		
Calendar Year Deductible	Combined Basic Services and Major Services: \$50 individual / \$150 family		
Type I-Diagnostic and Preventive Services Deductible Does Not Apply <ul style="list-style-type: none"> •Oral evaluations – 2 per calendar year •X-rays – complete mouth 1 every 3 calendar years; single tooth 12 per calendar year; bitewing 2 occurrences per calendar year •Teeth cleaning – 2 per calendar year 	100%	100%	100%
Type II-Basic Services Deductible Applies <ul style="list-style-type: none"> •Fillings – composite fillings on all teeth •Recementation of existing Inlays, crowns and bridges •Endodontics – root canals and pulpal therapy •Periodontics – gum/tissue care and surgery 	80%	80%	60%
Dependent Limiting Age	Age 26		
Calendar Year Maximum	\$1500 Combined per Covered Person Preventive does apply towards Calendar Year Maximum		
Dental Rewards	Wellness Plus - Members can receive a \$250 increase to the calendar year maximum the year following any preventive service. This can take place up to 3 times.		

Dental Service Type	Cigna Advantage Providers	Cigna DPPO Providers	Non-Participating Providers
	Deductible, Coinsurance and Limitations		
Calendar Year Deductible	Combined Basic Services and Major Services: \$50 individual / \$150 family		
Type I-Diagnostic and Preventive Services Deductible Does Not Apply <ul style="list-style-type: none"> •Oral evaluations – 2 per calendar year •X-rays – complete mouth 1 every 3 calendar years; single tooth 12 per calendar year; bitewing 2 occurrences per calendar year •Teeth cleaning – 2 per calendar year 	100%	100%	100%
Type II-Basic Services Deductible Applies <ul style="list-style-type: none"> •Fillings – composite fillings on all teeth •Recementation of existing inlays, crowns and bridges •Endodontics – root canals and pulpal therapy •Periodontics – gum/tissue care and surgery 	80%	80%	60%
Type III-Major Services Deductible Applies <ul style="list-style-type: none"> •Single crowns, inlays, onlays, bridges and dentures •Maintenance of Prosthodontics – adjust/repair of dentures 	50%	50%	50%
Type IV-Orthodontia Services <ul style="list-style-type: none"> •Covered Children to age _____ 	60%	60%	50%
Dependent Limiting Age	Age 26		
Orthodontia Lifetime Maximum	\$1500 Combined per Covered Person		
Calendar Year Maximum	\$1500 Combined per Covered Person Preventive counts towards Calendar Year Maximum		
Dental Rewards	Dental Rewards - Wellness Plus - Members can receive a \$250 Increase to the calendar year maximum the year following any preventive service. This can take place up to 3 times.		

Dental HMO	DHMO
	Deductible, Coinsurance and Limitations
Calendar Year Deductible	Combined Basic Services and Major Services: \$0 individual / \$0 family
Type I-Diagnostic and Preventive Services Deductible Does Not Apply •Oral evaluations – 2 per calendar year •X-rays – complete mouth 1 every 3 calendar years; single tooth 12 per calendar year; bitewing 2 occurrences per calendar year •Teeth cleaning – 2 per calendar year	See attached patient charge schedule for charges per procedure code
	See attached patient charge schedule for charges per procedure code
	See attached patient charge schedule for charges per procedure code
	See attached patient charge schedule for charges per procedure code
Type II-Basic Services Deductible Applies •Fillings – composite fillings on all teeth •Recementation of existing inlays, crowns and bridges •Endodontics – root canals and pulpal therapy •Periodontics – gum/tissue care and surgery	See attached patient charge schedule for charges per procedure code
	See attached patient charge schedule for charges per procedure code
	See attached patient charge schedule for charges per procedure code
	See attached patient charge schedule for charges per procedure code
	See attached patient charge schedule for charges per procedure code
Dependent Limiting Age	Age 26
Calendar Year Maximum	There is no calendar year maximum benefit Combined per Covered Person There is no calendar year maximum benefit Combined per Covered Person
Dental Rewards	NA

Jackson County - Base Plan

Effective Date: January 01, 2020



This is a summary of benefits for your dental plan.

All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Plan Design	Cigna DPPO Advantage Providers	DPPO Providers & Out-of-Network
Calendar Year Maximum (Class I, II Expenses)	Progressive Plan	
	Class I applies Year 1: \$1500, Year 2: \$1750 Year 3: \$2000, Year 4: \$2250	Class I applies Year 1: \$1500, Year 2: \$1750 Year 3: \$2000, Year 4: \$2250
Calendar Year Deductible		
Per Individual	\$50	\$50
Per Family	\$150	\$150
Class I Expenses - Preventive & Diagnostic Care		
Oral Exams Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Non-Routine X-rays Emergency Care to Relieve Pain	100%, No Deductible	100%, No Deductible
Class II Expenses - Basic Restorative Care		
Fillings Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Minor Periodontics Major Periodontics Root Canal Therapy / Endodontics Brush Biopsy	80%, After Deductible	60%, After Deductible
Class III Expenses - Major Restorative Care		
Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Crowns/Inlays/Onlays Stainless Steel/Resin Crowns Dentures Bridges	Not Covered	Not Covered
Class IV Expenses - Orthodontia		
	Not Covered	Not Covered
Dental Plan Reimbursement Levels	Based on Contracted Fees	80th Percentile
Additional Member Responsibility in excess of Coinsurance	None	Yes, the difference between Billed Charges and the plan reimbursement
Student/Dependent Age	26/26	
Progression	Members progress to the next level by utilizing Class I services in the prior year.	



Cigna Dental PPO / Indemnity Exclusions and Limitations:

Procedure	Exclusions & Limitations
Exams	Two per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	1 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 3 calendar years. Panorex: 1 every 3 calendar years
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns	Replacement every 5 years
Prosthesis over Implants	1 per every 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges
Bridges	Replacement every 5 years.
Dentures and Partials	Replacement every 5 years.
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment. No frequency limit for participants under age 19.
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Missing Tooth Provision	No payment. No Class III services covered
Late Entrant Limit	No payment. No Class III services covered
Pre-Treatment Review	Available on a voluntary basis when extensive work in excess of \$200 is proposed

Benefit Exclusions:

- * Services performed primarily for cosmetic reasons;
- * Replacement of a lost or stolen appliance;
- * Replacement of a bridge or denture within five years following the date of its original installation;
- * Replacement of a bridge or denture which can be made useable according to accepted dental standards;
- * Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion;
- * Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars;
- * Bite registrations; precision or semi-precision attachments; splinting; Surgical implant of any type;
- * Instruction for plaque control, oral hygiene and diet;
- * Dental services that do not meet common dental standards;
- * Services that are deemed to be medical services;
- * Services and supplies received from a hospital;
- * Charges which the person is not legally required to pay;
- * Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service;
- * Experimental or investigational procedures and treatments;
- * Any injury resulting from, or in the course of, any employment for wage or profit;
- * Any sickness covered under any workers' compensation or similar law;
- * Charges in excess of the reasonable and customary allowances;
- * To the extent that payment is unlawful where the person resides when the expenses are incurred;
- * Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- * For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
- * To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- * To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- * In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

*** In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network.*

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are insured and/or administered by Cigna HealthCare.

Did you know that all of Cigna's dental plans include the Cigna Dental Oral Health Integration Program? This program was designed to address research that supports the association of oral health to overall health and provides 100% reimbursement of copays or coinsurance for customers with qualifying medical conditions for program eligible procedures. Additionally, registered program members can receive discounts on prescription dental products targeted at high risk patients as well as articles on behavioral conditions that impact oral health.

Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.

Jackson County - Buy Up Plan

Effective Date: January 01, 2020



This is a summary of benefits for your dental plan.

All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Plan Design	Cigna DPPO Advantage Providers	DPPO Providers & Out-of-Network
Calendar Year Maximum (Class I, II, III Expenses)	Progressive Plan	
	Class I applies Year 1: \$1500, Year 2: \$1750 Year 3: \$2000, Year 4: \$2250	Class I applies Year 1: \$1500, Year 2: \$1750 Year 3: \$2000, Year 4: \$2250
Calendar Year Deductible		
Per Individual	\$50	\$50
Per Family	\$150	\$150
Class I Expenses - Preventive & Diagnostic Care		
Oral Exams Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Non-Routine X-rays Emergency Care to Relieve Pain	100%, No Deductible	100%, No Deductible
Class II Expenses - Basic Restorative Care		
Fillings Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Root Canal Therapy / Endodontics Brush Biopsy	80%, After Deductible	60%, After Deductible
Class III Expenses - Major Restorative Care		
Minor Periodontics Major Periodontics Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Crowns/Inlays/Onlays Stainless Steel/Resin Crowns Dentures Bridges	50%, After Deductible	50%, After Deductible
Class IV Expenses - Orthodontia		
Coverage for Eligible Children Only Lifetime Maximum	60%, No Ortho Deductible \$1500	50%, No Ortho Deductible \$1500
Dental Plan Reimbursement Levels	Based on Contracted Fees	80th Percentile
Additional Member Responsibility in excess of Coinsurance	None	Yes, the difference between Billed Charges and the plan reimbursement
Student/Dependent Age	26/26	
Progression	Members progress to the next level by utilizing Class I services in the prior year.	



Cigna Dental PPO / Indemnity Exclusions and Limitations:

Procedure	Exclusions & Limitations
Exams	Two per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	1 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 3 calendar years. Panorax: 1 every 3 calendar years
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns	Replacement every 5 years
Prosthesis over Implants	1 per every 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges
Bridges	Replacement every 5 years.
Dentures and Partials	Replacement every 5 years.
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment. No frequency limit for participants under age 19.
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Orthodontia	For dependent children, up to age 19
Missing Tooth Provision	The amount payable is 50% of the amount otherwise payable until insured for a specified time period; thereafter, considered a Class III exper
Late Entrant Limit	50% coverage on Class III and IV (if applicable), for 12 months
Pre-Treatment Review	Available on a voluntary basis when extensive work in excess of \$200 is proposed

Benefit Exclusions:

- * Services performed primarily for cosmetic reasons;
- * Replacement of a lost or stolen appliance;
- * Replacement of a bridge or denture within five years following the date of its original installation;
- * Replacement of a bridge or denture which can be made useable according to accepted dental standards;
- * Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion;
- * Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars;
- * Bite registrations; precision or semi-precision attachments; splinting; Surgical implant of any type;
- * Instruction for plaque control, oral hygiene and diet;
- * Dental services that do not meet common dental standards;
- * Services that are deemed to be medical services;
- * Services and supplies received from a hospital;
- * Charges which the person is not legally required to pay;
- * Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service;
- * Experimental or investigational procedures and treatments;
- * Any injury resulting from, or in the course of, any employment for wage or profit;
- * Any sickness covered under any workers' compensation or similar law;
- * Charges in excess of the reasonable and customary allowances;
- * To the extent that payment is unlawful where the person resides when the expenses are incurred;
- * Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- * For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
- * To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- * To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- * In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

**** In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network.**

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are insured and/or administered by Cigna HealthCare.

Did you know that all of Cigna's dental plans include the Cigna Dental Oral Health Integration Program? This program was designed to address research that supports the association of oral health to overall health and provides 100% reimbursement of copays or coinsurance for customers with qualifying medical conditions for program eligible procedures. Additionally, registered program members can receive discounts on prescription dental products targeted at high risk patients as well as articles on behavioral conditions that impact oral health.

Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.

Prepared by Underwriting.
 Cigna DPPO Network (P0002 / NS001)

TOTAL MONTHLY PREMIUM PER PLAN	
DHMO	Total Monthly Premium
Associate Only	\$9.42
Associate + 1	\$15.76
Family	\$26.76
Base Dental Plan	Total Monthly Premium
Associate Only	\$17.92
Associate + 1	\$33.18
Family	\$59.75
Buy-Up Dental Plan	Total Monthly Premium
Associate Only	\$28.33
Associate + 1	\$55.86
Family	\$93.24



Jackson County
Guaranteed Cost Funding
Non-Participating
 January 01, 2020 - December 31, 2020

Tier	Expected Lives	Current Rates	Quoted Rates*
Dental PPO - Base			
Employee Only	201	\$17.48	\$17.92
Employee + 1 Dep	72	\$32.37	\$33.18
Employee + 2 or More Deps	82	\$58.29	\$59.75
Annual Cost	355	\$127,487	\$130,685
Percent Change (Quoted vs Current)			2.51%

*The above quoted rates include 2.50% Health Insurance Assessment fees (PPACA).

*The above quoted rates do not include any commissions.

Tier	Expected Lives	Current Rates	Quoted Rates*
Dental PPO - Buy Up			
Employee Only	305	\$27.64	\$28.33
Employee + 1 Dep	153	\$54.50	\$55.86
Employee + 2 or More Deps	178	\$90.97	\$93.24
Annual Cost	636	\$395,536	\$405,407
Percent Change (Quoted vs Current)			2.50%

*The above quoted rates include 2.50% Health Insurance Assessment fees (PPACA).

*The above quoted rates do not include any commissions.

Total	991	\$523,023	\$536,092
Percent Change (Quoted vs Current)			2.50%

The above quoted rates include a rate cap of 6.0% on the 1/1/21 renewal increase. This rate cap includes the cost of the Health Insurance Assessment fee (PPACA).

Cigna Dental Care Proposed Rates

GROUP INFORMATION

PRODUCT INFORMATION

Presale ID: 291273 Group Name: Jackson County Eligible Employees: 316 CHC Sales Person: Tyler Vaughan Kansas City - #312 Medical UW: NONE	CDC Plan: Cigna Dental Care CDC PCS: G1-09, V&T - VIRGIN & TAKEOVER/EMPLOYER PAID Product: MULTI PRODUCT Funding: TRADITIONAL Network Name: DentalCareAccessPlus Network ID: D0002
--	---

RATE INFORMATION

	3 TIER		
	Employee	Employee + 1 Dep	Employee + 2 or more
TOTAL BILLED RATE	\$9.42	\$15.76	\$26.76

UNDERWRITING CAVEATS:

- Rates are valid for a 1/1/2020 effective date.
- Rates contain no commissions.
- These rates are guaranteed for 24 months. The PCS is only guaranteed for 1 year.
- Rates include costs for standard eligibility, standard enrollment materials, and standard administration.
- Rates are valid only where there is an existing CDC network in place. CDC copayments are subject to change on the anniversary date.
- Rates require an employer contribution of at least 50% for the employee, 0% for the dependent, or 25% overall.
- There must be a minimum of 10 subscribers enrolled.
- Rates are dependent upon eligibility being effective on the first of the month.
- Rates may be sold on a 2-tier or 3-tier basis only.
- Rates assume ID cards will be mailed to employee homes.
- These rates are subject to regulatory approval.
- This Cigna Dental Care ("DHMO") proposal assumes covered services will be provided by the Cigna Dental Care Access Plus network of contracted general and specialty dentists, however, Cigna Dental Care Access Plus is not currently available in North Carolina. Covered services in North Carolina will be provided by the Cigna Dental Care Access network.
- The dental insurance coverage shall be provided under a standalone group insurance policy and is an "excepted benefit" as defined in Public Health Service Act Section 2721(c) and (d) and not subject to the requirement of the Patient Protection and Affordable Care Act.
- The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.
- Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
- The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.
- Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.

STATE REGULATIONS

- The term "DHMO" is used to refer to product designs that may differ by state of residence of enrollee, including but not limited to, prepaid plans, managed care plans, and plans with open access features. The Cigna DHMO is not available in the following states: AK, ID, ME, MT, NH, NM, ND, PR, SD, VI, VT, WV, and WY.
- AR law requires a carrier to offer a point of service option. CDC standalone is not available and must be sold as part of a dual choice option.

STATE MO

Rates for 2019 effective dates do not include costs for Health Insurance Assessment fees (PPACA). Rates for 2020 effective dates include Health Insurance Assessment fees (PPACA). Rates quoted for effective dates after 2020 will be adjusted to include applicable Health Insurance Assessment fees (PPACA) imposed for the specified time period. Cigna reserves the right to modify quoted rates, as necessary, should there be any changes in future regulation or costs.





IMPLEMENTATION

<p><u>Identification Card Delivery</u> Implementation ID Card Timeliness. 98% of the ID cards will be mailed by the agreed upon Commitment Date in the Implementation Calendar. Results measured at Account Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>
<p><u>Claim Readiness</u> Implementation Claim Readiness. Benefit Profile and eligibility information loaded on claims processing system as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at Account Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>
<p><u>Call Readiness</u> Implementation Call Readiness. Service Center(s) ready to respond to customer inquiries as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at Account Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>
<p><u>Implementation Satisfaction</u> Implementation Satisfaction. Score of no less than three (3) on the question: Overall, how satisfied were you with your most recent installation experience with Cigna? in the Cigna HealthCare Implementation Survey. Results measured at Account Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>

SERVICE

<p><u>Claim Time-to-Process</u> Dental Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 92% of Claims Processed within 10 Business Days. Results measured at Account Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>
<p><u>Claim Time-to-Process</u> Dental Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 98% of Claims Processed within 20 Business Days. Results measured at Account Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>
<p><u>Financial Accuracy</u> Dental Financial Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 99% of total audited claim dollars are correctly paid. Results measured at Claim Platform Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>
<p><u>Payment Accuracy</u> Dental Payment Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 97% of total audited claims are correctly paid. Results measured at Claim Platform Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>
<p><u>Average Speed of Answer</u> Dental ASA. Measured for the Term of the Agreement, results will not exceed: 30 seconds to answer a phone call. Results measured at Special Account Queue Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>
<p><u>Call Abandonment Rate</u> Dental Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 2% of calls received by Call Center(s) terminated. Results measured at Special Account Queue Level.</p>	<p><u>Amount At Risk</u> \$900.00</p>



SERVICE

Call Activity Closure

Dental Call Activity Closure. Measured for the Term of the Agreement, results will meet or exceed: 95% of calls closed in 5 Business Days. Results measured at Book of Business Level.

Amount At Risk

\$900.00

CSA Quality

Dental CSA Quality. Measured for the Term of the Agreement, results will meet or exceed: 95% quality standard. Results measured at Office Level.

Amount At Risk

\$900.00

Account Management

Dental Account Management. Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly scorecards. Results measured at Account Level.

Amount At Risk

\$900.00



CIGNA DENTAL CARE

<p><u>Average Speed of Answer</u> Cigna Dental Care ASA. Measured for the Term of the Agreement, results will not exceed: 30 seconds to answer a phone call. Results measured at the Special Account Queue.</p>	<p><u>At Risk \$</u> \$155.00</p>
<p><u>Call Abandonment Rate</u> Cigna Dental Care Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 3% of calls received by Call Center(s) terminated. Results measured at the Special Account Queue.</p>	<p><u>At Risk \$</u> \$155.00</p>
<p><u>Member Satisfaction</u> Cigna Dental Care Member Satisfaction. Measured for the Term of the Agreement, results will meet or exceed: a member satisfaction level of 75% or greater with CIGNA Dental overall. Measurement based on national survey results.</p>	<p><u>At Risk \$</u> \$155.00</p>
<p><u>Post enrollment measure</u> Cigna Dental Care ID Cards Maintenance. Measured for the Term of the Agreement, results will meet or exceed: 98.5% mailed within 10 business days after the release of, not receipt of, clean and accurate eligibility to the ID card vendor. Results measured at Account Level.</p>	<p><u>At Risk \$</u> \$155.00</p>
<p><u>Time to Process - Specialty Referral Claims Rate</u> Cigna Dental Care Time to Process. Measured for the Term of the Agreement, result will meet or exceed: 95% within 10 Business Days. Results measured at Office Level.</p>	<p><u>At Risk \$</u> \$155.00</p>
<p><u>Time to Process - Specialty Referral Claims Rate</u> Cigna Dental Care Time to Process. Measured for the Term of the Agreement, result will meet or exceed: 98% within 15 Business Days. Results measured at Office Level.</p>	<p><u>At Risk \$</u> \$155.00</p>
<p>Total Amount at Risk Per Enrolled Subscriber</p>	<p>\$930.00</p>
<p>Total \$ Maximum Amount at Risk</p>	<p>\$3.51</p>

Overview: This document provides information on the benefit request made in your proposal.

Account Name Jackson County
Effective Date January 1, 2020

Product Name	Plan Name	Funding	Requested Benefit	Result	CIGNA Alternative & Recommendation
Dental PPO	2A	Guaranteed Cost - Fully Insured	Plan covers Gingival grafts, connective tissue grafts and gingival flap procedures on a class 1 and 2 only plan	Clarification	Cigna covers this in class 2
Dental PPO	2A	Guaranteed Cost - Fully Insured	Plan covers Gingivectomy or gingivoplasty on a class 1 and 2 only plan	Clarification	Cigna covers this in class 2
Dental PPO	2A	Guaranteed Cost - Fully Insured	Plan covers Bone replacement grafts, excluding grafts placed in extraction or apicoectomy sites on a class 1 and 2 only plan	Clarification	If surgical implants are covered this service is covered under that benefit.
Dental PPO	2A	Guaranteed Cost - Fully Insured	Plan covers for occlusal adjustment on a class 1 and 2 only plan	Clarification	If TMJ is covered this service is covered under that benefit
Dental PPO	2A	Guaranteed Cost - Fully Insured	Plan covers pulp caps, therapeutic pulpotomy, apicoectomy and periradicular surgery, retrograde filling, alveoplasty, on a class 1 and 2 only plan	Enhancement	This service is covered in class 2
Dental PPO	2B	Guaranteed Cost - Fully Insured	<p>Dental Reward Benefit: Your Employer has elected to offer a Dental Reward benefit for eligible members. Eligible members will receive a Dental Reward of \$250 for each Calendar Year their total Calendar Year Claims are within \$1 to \$300. The Dental Reward is added to Your individual Calendar Year Maximum each Calendar Year following the Calendar Year in which Your total Calendar Year Claims are within the range described above. The Dental Reward applies to Participating Provider and Non-Participating Provider Benefits received after You have exceeded Your individual Calendar Year Maximum in a Calendar Year. Cumulative Dental Reward amounts are limited to a total of \$500 and roll over on a Calendar Year basis.</p>	Clarification	Cigna provides a Wellness Plus benefit that rewards members with an increase of \$250 when they have at least one preventive care service in a calendar year. The calendar year maximum is increased the year following the preventive service and this can take place up to 3 times. We do not require members to stay under a threshold of benefits.
Dental PPO	2A	Guaranteed Cost - Fully Insured	Plan covers stainless steel crowns (in class 2) on a class 1 and 2 only plan	Clarification	Cigna covers this in class 3
Dental PPO	ALL	Guaranteed Cost - Fully Insured	Benefits for Late Enrollees may be subject to a Benefit Waiting Period if indicated in the Benefit Schedule.	Clarification	Cigna will administer a late entrant penalty of 50% of the benefits in class 2 and three for a period of 12 months.

Benefit Review



Overview: This document provides information on the benefit request made in your proposal.

Account Name Jackson County
Effective Date January 1, 2020

Product Name	Plan Name	Funding	Requested Benefit	Result	CIGNA Alternative & Recommendation
Dental PPO	ALL	Guaranteed Cost - Fully Insured	If You, during the course of treatment, transfer to the care of another Dentist, or if more than one Dentist provides services for one dental procedure, Benefits will not exceed the amount that would be payable if services were provided by only one Dentist.	Enhancement	Cigna will consider payment for each non-ortho service on its own merit.
Dental PPO	ALL	Guaranteed Cost - Fully Insured	Plan covers Topical application of a sealant on a posterior tooth	Clarification	Coverage is payable on unrestored primary and permanent bicuspid or molar teeth only.
Dental PPO	ALL	Guaranteed Cost - Fully Insured	Fixed and removable space maintainers, to maintain arch length for missing primary molars, are limited to the initial appliance only. No Benefits are available for adjustments made within 6 months of installation.	Enhancement	Coverage is limited to non-orthodontic treatment for prematurely removed or missing teeth. We do not apply a frequency limitation to adjustments.
Dental PPO	2B	Guaranteed Cost - Fully Insured	Plan covers Stainless steel crowns (for primary teeth only). Benefits provided in Class 2	Clarification	Coverage will be provided for both primary and permanent teeth. Cigna can cover this in class 2, as long as prefabricated resin crowns are also covered in class 2.
Dental PPO	ALL	Guaranteed Cost - Fully Insured	Multiple restorations on one surface will be covered as a single filling.	Enhancement	Cigna does not administer a restoration limit per surface.
Dental PPO	ALL	Guaranteed Cost - Fully Insured	Plan covers Recementation of inlays and crowns if more than 6 months have elapsed since the date of insertion.	Enhancement	Cigna will provide this coverage with no frequency limitation. Services will be subject to dental review as necessary.
Dental PPO	ALL	Guaranteed Cost - Fully Insured	Recementation of a bridge if more than 6 months have elapsed since the date of insertion.	Enhancement	Cigna will retreat within 180 days of insertion
Dental PPO	ALL	Guaranteed Cost - Fully Insured	Direct pulp cap (covering of exposed pulp with a dressing or cement). Benefits are not available for more than one direct pulp cap per tooth or for direct pulp caps on primary teeth.	Enhancement	Cigna with cover this as dentally necessary without frequency limitation
Dental PPO	ALL	Guaranteed Cost - Fully Insured	Shift Perto Maintenance from class 1 to class 2	Enhancement	Our clinical standards cover this service as preventive in class 1
Dental PPO	2B	Guaranteed Cost - Fully Insured	Occlusal guard appliances (biteguards) limited to one (1) every three (3) Calendar Years.	Enhancement	Cigna will administer coverage for occlusal guards for bruxism without a frequency limit. Services will be subject to dental review as necessary.
Dental PPO	2B	Guaranteed Cost - Fully Insured	Plan covers crown lengthening in class 3	Enhancement	Cigna will cover crown lengthening as a class 2 service

Overview: This document provides information on the benefit request made in your proposal.

Account Name Jackson County
 Effective Date January 1, 2020

Product Name	Plan Name	Funding	Requested Benefit	Result	CIGNA Alternative & Recommendation
Dental PPO	2B	Guaranteed Cost - Fully Insured	Repair of a broken complete or partial denture or replacement of one or more broken teeth and Reattachment of a damaged clasp or replacement of a broken clasp on a denture covered with no frequency limit.	Enhancement	Cigna's administration will replace the current carriers. Cigna will cover denture repairs without a frequency limit for services performed more than 6 months after installation.
Dental PPO	2B	Guaranteed Cost - Fully Insured	Addition of teeth to a partial denture to replace extracted teeth covered with no frequency limit.	Enhancement	Cigna's administration will replace the current carriers. Cigna will cover this service without a frequency limit for services performed more than 6 months after installation.
Dental PPO	2B	Guaranteed Cost - Fully Insured	Orthodontic Payment - No lump sum payment will be made for the initial appliance (banding) fee, or for the total orthodontic case fee.	Clarification	Payment for orthodontic coverage is based on the member's benefit and the network orthodontist's contracted amount. The initial plan payment is 25 percent of the total cost of the case fee, with the balance divided into the number of months that the treatment is expected to take, subject to benefit and plan maximums. subsequent payments are made quarterly.
Dental PPO	2B	Guaranteed Cost - Fully Insured	Surgical access of an unerupted tooth when an orthodontic attachment is placed to facilitate eruption is paid as Class 4, Ortho	Clarification	Only services considered orthodontic will be paid as orthodontic services. Non-orthodontic services will be paid subject to their applicable class and coinsurance.

GROUP DENTAL SERVICE AGREEMENT

First Continental Life and Accident

101 Parklane Boulevard, Suite 301
Sugar Land, TX 77478

This Group Dental Service Agreement is made and entered into this _____ day of _____, by and between First Continental Life and Accident, (hereinafter referred to as "FCL"), and _____, (hereinafter referred to as "Organization").

FIRST CONTINENTAL LIFE AND ACCIDENT is a Texas licensed corporation, whose purpose is to operate a dental health care service plan ("the Plan"),

FIRST CONTINENTAL LIFE AND ACCIDENT has arranged for the services of qualified, licensed professionals and their staffs to participate in a dental plan, and

Organization desires to participate in the dental plan offered by FIRST CONTINENTAL LIFE AND ACCIDENT and to obtain FIRST CONTINENTAL LIFE AND ACCIDENT's services herein specified for and on behalf of Organization's members as defined herein.

This agreement is for a period of 12 months from the effective date of this Agreement. The parties shall have the option of renewing this Agreement on a year-to-year basis thereafter upon each and all of the terms and conditions herein contained and mutual written agreement, subject to the possible rate increase unless and until modified or terminated as hereinafter provided.

This Group Dental Service Agreement, together with the Certificate of Coverage, Application for Group Dental Service, Agreement Group Participant Enrollment Form, Schedule of Benefits and any applicable Dentist Directory or other documents constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, the party has affixed their signature to this Agreement.

Accepted by: Company Name

First Continental Life and Accident

Accepted by: Authorized Representative

First Continental Life & Accident Insurance Company

Application for Group Dental Service

Please complete this form by printing in ink or typing

Application is hereby made to First Continental Life & Accident Insurance Company (FCL), by the Applicant named below (Organization), for the purpose of making available certain dental services and benefits to all eligible individuals represented by Organization. The arrangement for such services and benefits shall be subject to the Group Dental Service Agreement, Certificate of Coverage and Schedule of Benefits attached hereto, and together these documents shall constitute the "Agreement".

Group Name _____ Proposed Effective Date _____

Address _____ City: _____ State: _____ ZIP: _____

Contact _____ Phone: _____ Fax _____

Tax ID # _____ Email Address _____ Tier Structure _____

SIC Code and Nature of Business _____ Total Eligible Employees _____

The monthly prepayment fee (as shown below) for each covered employee is due and payable from the Organization to FCL beginning on the date specified above as the effective date, and on the first day of each month this contract remains in force. The monthly rates shown below are guaranteed for one year.

(Passive)	Ortho \$
Plan Design: Dental Source - Plan H	Annual Max:
Number of Employees to be Covered	Monthly Rates
_____ Employee Only (EE)	\$8.75
_____ Employee + One (EO)	\$14.25
_____ Employee + Family (EF)	\$22.00
_____ Total Covered Employees	

Initial Premium Calculation	
# of EE employees	
times monthly rate =	\$ _____
# of +1 employees	
times monthly rate =	\$ _____
# of EF employees	
times monthly rate =	\$ _____
Total Initial Premium \$ _____	

In order for First Continental Life to determine whether or not Takeover Benefits are to be included, the following must be provided:

Name Of Prior Carrier: _____ Effective Date of Prior Plan: _____ Termination Date of Prior Plan: _____

The employer must also submit a copy of (1) the prior carrier's most recent billing statement (2) a certificate or letter of acceptance that shows the effective date of the prior plan; and (3) the prior carriers' certificate, booklet or schedule of benefits.

Coverage is for: Employees Only _____ Employees and Dependents _____
 Employment Waiting Period: 1 Month _____ Other _____

(No elimination period applies to those employees on the effective date)
 (Coverage following completion of the waiting period will be effective on the first day of a calendar month only)

The employer agrees to contribute the following percentages or monthly dollar amounts toward the overall cost of dental insurance:

Employees: None: _____ %age of single-employee cost: _____ \$ amount: _____
 Dependents: None: _____ %age of single-employee cost: _____ \$ amount: _____

It is understood and agreed as follows: 1) No coverage is effective until approved by First Continental Life & Accident Insurance Company (FCL) at its Home Office in Sugar Land, Texas; and 2) No agent has the authority to waive any of the Company's rights or requirements, or to make or alter any contract or policy.

Signature of Applicant _____ Date _____ Signature of Agent _____ Date _____

Print Name & Title _____ Agent's Name / License Number _____

Attachment 8.1.2

DHMO	Total Monthly Premium
Employee Only	\$8.75
Employee + One	\$14.25
Employee + Family	\$22.00

Base Dental Plan	Total Monthly Premium
Employee Only	These rates will be provided under a separate cover submitted by BCBS
Employee + One	
Employee + Family	

Dental DHMO Plan Summary Worksheet

DENTAL	
<i>Plan Type</i>	
<i>Deductible:</i>	
▶ Individual	NONE
▶ Family	NONE
▶ Waived for Preventive?	N/A
	<i>Members Responsibility</i>
▶ 1110 Routine Adult Cleaning	NO CHARGE
▶ 2330 Resine-Based Composite One surface Anterior	\$20.00
▶ 2740 Crown-Porcelain/Ceramic Substrate	\$295.00
▶ 333 Root Canal Therapy-Molar (excluding final restoration)	\$250.00
▶ 4355 Full Mouth Debridement	\$44.00
▶ 5110 Complete Dental Maxillary	\$350.00
▶ 6210 Pontic-Case High Noble Metal	20% Discount
▶ 7220 Removal of Impacted Tooth-Soft Tissue	\$70.00
<i>Orthodontics included?</i>	For Adults and Children
<i>Annual Maximum Benefit</i>	There is no Annual Maximum Benefit
<i>Orthodontia Lifetime Maximum</i>	There is no Orthodontia Lifetime Maximum
<i>TMJ</i>	Specialist-20% Discount
<i>Dependent Child Age Limit</i>	EOM Age 26
<i>Out of Network UCR</i>	There is no Coverage Out of Network
<i>Late Entrants Allowed?</i>	Yes
<i>Waiting Periods</i>	There are no Waiting Periods
<i>Participation Requirement</i>	2 members are required
<i>Employer Contributions</i>	
<i>Unit Cost:</i>	
▶ Employee Only	\$8.76
▶ Employee + One	\$14.26
▶ Family	\$22.00
<i>Rate Guarantee:</i>	
▶ 2 nd year rate cap	NA
▶ 3rd year rate cap	NA
▶ # of Participating Dentists	123
▶ # of Participating Dentists Accepting New Patients	117
▶ Teeth Whitening Offered/Cost?	Cosmetic Dental Procedures Not Covered
▶ Implants Offered/Cost?	20% Discount

Dental Source

Dental Health Care Plans

Schedule of Benefits – Plan H

The American Dental Association (ADA) assigns code numbers to each dental service. The Schedule of Services below provides you with an easy reference to the coverage associated with the Dental Source Program. All copayments are paid directly to your selected participating general dentist and are due at the time of service. All dental services listed in this schedule are provided **exclusively** by Dental Source network general dentists. There is no coverage outside of the Dental Source network. If the services of a Specialist are required, the member will receive a 20% discount off the usual fees from a participating Specialist, where available.

ADA

CODE	PROCEDURE	Co-payment
------	-----------	------------

Diagnostic and Preventive – General Dentists Office

****	Consultation.....	No Charge
0120	Periodic Oral Examination.....	No Charge
0140	Limited Oral Evaluation-Problem Focused (Normal Office Hours).....	20.00
0150	Comprehensive Oral Evaluation.....	No Charge
0210	Full Mouth X-Ray.....	15.00
0220	Initial Periapical X-Ray.....	No Charge
0230	Additional Periapical X-Ray.....	No Charge
0240	Occlusal X-Ray.....	No Charge
0250	Extraoral X-Ray.....	No Charge
0270-0274	Bitewing X-Ray.....	No Charge
0330	Panoramic X-Ray.....	15.00
0460	Tooth Pulp Vitality Test.....	No Charge
0470	Diagnostic Casts - Study Models.....	No Charge
1110	Prophylaxis-Adult-Every 6 Months.....	No Charge
1120	Prophylaxis-Child-Every 6 Months.....	No Charge
1203	Topical Application of Fluoride-Child- Through age 18 Every 6 Months.....	No Charge
1204	Topical Application of Fluoride- Adult- Every 6 Months.....	8.00
1330	Oral Hygiene Instruction.....	No Charge
1351	Sealant.....	12.00
1510	Space Maintainer-Fixed-Unilateral.....	65.00
1515	Space Maintainer-Fixed-Bilateral.....	65.00
1520	Space Maintainer-Removable-Unilateral.....	80.00
1525	Space Maintainer-Removable-Bilateral.....	80.00
****	Difficult Prophylaxis Subjected to a 25.00 Charge	

Restorative (Fillings, Inlays and Onlays) - General Dentist Office

2140	Amalgam-Primary, 1 Surface.....	10.00
2150	Amalgam-Primary, 2 Surfaces.....	16.00
2160	Amalgam- Primary, 3 Surfaces.....	21.00
2161	Amalgam- Primary, 4 or More Surfaces.....	25.00
2140	Amalgam-Permanent, 1 Surface.....	11.00
2150	Amalgam-Permanent, 2 Surfaces.....	18.00
2160	Amalgam- Permanent, 3 Surfaces.....	23.00
2161	Amalgam- Permanent, 4 or More Surfaces.....	28.00
2210	Silicate Cement – Per Restoration.....	18.00
2330	Resin-Based Composite 1 Surface- Anterior.....	20.00
2331	Resin-Based Composite 2 Surfaces – Anterior.....	30.00
2332	Resin-Based Composite 3 Surfaces – Anterior.....	40.00
2335	Resin-Based Composite 4 + Surfaces– Anterior (Incisal Angle).....	60.00
2390	Resin-Based Composite Crown – Anterior.....	65.00
2391	Resin-Based Composite 1 Surface–Posterior-Primary.....	21.00
2392	Resin-Based Composite 2 Surfaces–Posterior-Primary.....	24.00
2393	Resin-Based 3 Surfaces-Posterior–Primary.....	28.00
2391	Resin-Based Composite 1 Surface–Posterior-Permanent.....	50.00
2392	Resin-Based Composite 2 Surfaces –Posterior-Permanent.....	55.00
2393	Resin-Based Composite 3 Surfaces – Posterior-Permanent.....	60.00
2394	Resin-Based Composite 4 or More Surfaces – Posterior-Permanent.....	85.00
2510	Inlay-Metallic-1 –Surface.....	185.00
2520	Inlay-Metallic- 2- Surface.....	210.00
2530	Inlay-Metallic-3-Surface.....	235.00
2543	Onlay-Metallic-3 – Surface.....	250.00
2544	Onlay- Metallic-4- Surface.....	265.00

2610	Inlay-Porcelain/Ceramic1 Surface.....	215.00
2620	Inlay-Porcelain/Ceramic 2 Surfaces.....	250.00
2630	Inlay-Porcelain/Ceramic 3 or More Surfaces.....	260.00
2642	Onlay-Porcelain/Ceramic 2 Surfaces.....	250.00
2643	Onlay-Porcelain/Ceramic 3 Surfaces.....	290.00
2650	Inlay-Composite/Resin-1 Surfaces.....	150.00
2651	Inlay-Composite/Resin-2 Surfaces.....	185.00
2652	Inlay-Compsite/Resin- 3 or More Surfaces.....	225.00
2662	Onlay Composite/Resin-2 Surfaces.....	175.00
2663	Onlay-Composite/Resin-3 Surfaces.....	200.00
2664	Onlay-Composite/Resin-4 or MoreSurfaces.....	225.00
2940	Sedative Fillings.....	20.00
****	Laboratory Fees Are Not Covered.	

Restorative (Crowns-Single Restorations) - General Dentist Office

****	Crown-Temporary in Conjunction With Permanent.....	No Charge
2740	Crown-Porcelain/Ceramic Substrate.....	295.00
2750	Crown-Porcelain Fused to High Noble Metal.....	275.00
2751	Crown-Porcelain Fused to Predominantly Base Metal.....	275.00
2752	Crown-Porcelain Fused to Noble Metal.....	275.00
2780-83	Crown-3/4.....	275.00
2790	Crown-Full Cast High Noble Metal.....	295.00
2791	Crown-Full Cast Predominantly Base Metal.....	275.00
2792	Crown-Full Cast Noble Metal.....	275.00
2910	Recement Inlays.....	20.00
2920	Recement Crowns.....	25.00
2930	Stainless Steel Crown-Primary Tooth.....	68.00
2950	Crown Buildup, Including Any Pins.....	75.00
2951	Pin Retention.....	18.00
2952	Cast Post & Core in Addition to Crown.....	100.00
2954	Pre-fab Post & Core in Addition to Crown.....	80.00
2960	Labial Veneers (Chairside).....	250.00
2962	Labial Veneer (Lab).....	300.00
2980	Crown Repair - By Report.....	25.00
****	Laboratory Fees Are Not Covered.	

Endodontics (Root Canal Therapy) - General Dentist Office

****	Endo Consultation.....	No Charge
3110	Pulp Cap Direct.....	15.00
3120	PulpCap Indirect.....	12.00
3220	Vital Pulpotomy.....	48.00
3310	Root Canal-Anterior.....	125.00
3320	Root Canal-Bicuspid.....	180.00
3330	Root Canal-Molar.....	250.00
3410	Apicoectomy – Anterior.....	140.00
3421	Apicoectomy- Bicuspid-First Root.....	140.00
3425	Apicoectomy-Molar-First Root.....	175.00
3426	Apicoectomy- Each Additional Root.....	80.00
3430	Retrograde Filling-Each Root.....	50.00

Periodontics - General Dentist Office

****	Perio Consultation.....	No Charge
4999	Perio Charting.....	20.00
4210	Gingivectomy or Gingivoplasty (per quadrant).....	115.00
4220	Gingival Curettage (per quadrant).....	60.00
4240	Gingival Flap Surgery (per quadrant).....	265.00
4260	Osseous Surgery (per quadrant).....	300.00
4341	Periodontal scaling & root planing (per quadrant).....	50.00
4355	Full Mouth Debridement.....	44.00
4910	Periodontal Maintenance.....	35.00

Prosthodontics (Removable) - General Dentist Office

5110	Complete Dentures-Upper.....	350.00
5120	Complete Dentures-Lower.....	350.00
5130	Immediate Upper Denture (Excluding Reline).....	400.00
5140	Immediate Lower Denture (Excluding Reline).....	400.00
5211	Partial Denture-Upper/Resin Base.....	350.00
5212	Partial Denture-Lower/Resin Base.....	350.00
5213	Partial Denture-Upper/ Metal Base.....	425.00
5214	Partial Denture-Lower/Metal Base.....	425.00
5410	Adjust Complete Denture -Upper.....	10.00
5411	Adjust Complete Dentures-Lower.....	10.00
5421	Adjust Partial Denture-Upper.....	10.00

5422	Adjust Partial Denture-Lower	10.00
5510	Repair Denture Base.....	35.00
5520	Repair/Replace Broken Tooth/Denture.....	35.00
5620	Repair Cast Framework.....	35.00
5630	Repair or Replace Broken Clasp	35.00
5640	Replace Broken Tooth -Per Tooth	35.00
5650	Add Tooth to Existing Partial	35.00
5660	Add Clasp To Existing Partial.....	35.00
5730	Reline Upper Dentures-Chairside	75.00
5731	Reline Lower Dentures-Chairside	75.00
5740	Reline Upper Partial-Chairside	70.00
5741	Reline Lower Partial-Chairside	70.00
5750	Reline Upper Denture-Lab	85.00
5751	Reline Lower Denture-Lab	85.00
5760	Reline Upper Partial-Lab	85.00
5761	Reline Lower Partial-Lab	85.00

**** Laboratory Fees Are Not Covered.

Prostodontics - General Dentist Office

6240	Pontic-Porcelain Fused to High Noble Metal	275.00
6241	Pontic-Porcelain Fused to Predominantly Base Metal	275.00
6242	Pontic-Porcelain Fused to Noble Metal	275.00
6750	Crown-Porcelain Fused to High Noble Metal.....	275.00
6751	Crown-Porcelain Fused to Predominantly Base Metal.....	275.00
6752	Crown-Porcelain Fused to Noble Metal.....	275.00
6790	Crown-Full Cast High Noble Metal.....	275.00
6791	Crown-Full Cast Predominantly Base Metal	275.00
6792	Crown-Full Cast Noble Metal	275.00
6930	Recement Bridge	25.00
6940	Stress Breaker	10.00
6950	Precision Attachment	195.00

**** Laboratory Fees Are Not Covered.

Oral Surgery - General Dentist Office

****	Oral Surgery Consultation	No Charge
7111	Extraction-Coronal Remnants-Primary.....	25.00
7140	Extraction-Erupted Tooth or Exposed Root	25.00
7210	Surgical Removal of Erupted Tooth.....	50.00
7220	Removal of Impacted Tooth-Soft Tissue	70.00
7230	Removal of Impacted Tooth-Partial Bony.....	90.00
7240	Removal of Impacted Tooth-Complete Bony.....	110.00
7241	Removal of Impacted Tooth-Complete Bony w/Comp	175.00
7250	Surgical Removal of Residual Roots	90.00
7281	Surgical Exposure of Tooth	150.00
7310	Alveoplasty in Conjunction w/Extractions/ Per Quadrant	100.00
7320	Alveoplasty Not in Conjunction w/Extractions/Per Quadrant.....	150.00
7470	Removal of Exostosis.....	225.00
7510	Incision & Drainage of Abscess-Intraoral Soft Tissue	55.00
7960	Frenectomy.....	80.00
****	Post Operative Treatment (including dry socket treatment)	No Charge

Orthodontics (Braces) - General Dentist Office

****	Ortho Consultation (General Dentist Only).....	No Charge
****	Ortho Treatment Plan (Records & Models).....	75%
****	Orthodontic Appliance	75%
****	Orthodontic Appliance Therapy.....	75%
****	Orthodontic Treatment.....	75%

Adjunctive General Services - General Dentist Office

9215	Local Anesthesia.....	No Charge
9230	Nitrous Oxide (per 15 minutes)	10.00
9430	Office Visit For Observation (Normal Office Hours).....	No Charge
9440	Emergency office visit (After Office Hours).....	40.00
9940	Occlusal Guards-By Report.....	75.00
9951	Occlusal Adjustment-Limited.....	55.00
9952	Occlusal Adjustment-Complete	125.00
9999	Broken Appointments (Per 15 Minutes Scheduled).....	10.00

EMERGENCY TREATMENT COVERAGE:

In the event of a dental emergency, Dental Source members should contact their selected Dental Source provider. If the Dental Source provider is unavailable for emergency care within 24 hours, members may obtain emergency services from any licensed dentist. The covered emergency services include palliative treatment to control pain, bleeding, or infection. Dental Source members will be reimbursed up to \$50.00 based on the Dental Source Schedule of Benefits. Any further restorative service must be provided by the member's selected Dental Source provider. In order to receive reimbursement for fees paid, less any applicable co-payment, the member must notify Dental Source within two working days of the onset of the emergency, and written request for reimbursement with receipts must be received by Dental Source within 30 days of the onset of the emergency.

EXCLUSIONS AND LIMITATIONS - GENERAL DENTIST

1. Laboratory fees or lab related charges.
2. Prophylaxis (cleanings) and fluoride treatments are limited to one every 6 months. Difficult prophylaxis (i.e. heavy smoker, neglected teeth) are subject to a \$25.00 charge.
3. Procedures provided by any dentists including specialists who are not within the Dental Source provider network.
4. Treatment provided by a participating Dental Source dentist other than your selected dentist prior to receiving approval from the Dental Source office.
5. Dental treatment commenced prior to the member's eligibility or in progress at the time of application or expenses incurred after termination from plan are not covered
6. Dental expenses incurred if a participating dentist is unable to perform a procedure due to a member's general health or physical condition (i.e. patient physically unable to visit dentist office or suffering from a contagious illness or disease).
7. Charges for broken appointments.
8. Any dental procedure not listed as a covered service including but not limited to general anesthesia, the services of an anesthesiologist, prescription medication, implants, treatment required by reason of war, hospital and medical charges of any kind, surgery of fractures and dislocations, loss or theft of dentures or bridgework, and the treatment of malignancies.
9. Services provided to the member by state government, or agencies thereof, or services provided without cost to the member by any municipality, county, or other subdivision.
10. Procedures, appliances, or restorations to correct congenital, developmental, or medically induced dental disorders, including but not limited to, treatment of myo-functional, myo-skeletal, or temporomandibular joint dysfunction (TMJ).
11. Dentures, bridges, and other appliances fabricated under this program can be replaced only once during the period of 5 years after the original insertion. A denture, bridge, or other appliance can be replaced only if it cannot be made satisfactory by reline or repair.
12. A denture, bridge, or other appliance installed while not covered by Dental Source will be replaced only if it cannot be made satisfactory by reline or repair.
13. All covered replacements are subject to the co-payment as listed in the Schedule of Benefits. Replacement of dentures, appliances or bridgework due loss or theft is not covered.
14. Crowns are covered only if the dentist determines that there is not enough retentive quality left in a tooth to hold a filling.
15. Replacement of a satisfactory filling is not covered.
16. Charges for disposable and sterilization fees.
17. Any dental procedure solely for the purpose of cosmetic reasons is not a covered benefit.
18. Sealants are covered through the age 14; replacements covered at no charge within the first twelve months of original application.
19. Failure to pay a scheduled co-payment may prevent future dental services from being received until all fees have been paid in full.
20. A dependent child shall be covered until the age of 25; if unmarried, a state resident and not covered under another benefit plan or government program.

THIS FEE SCHEDULE IS ONLY APPLICABLE FOR THOSE SERVICES PROVIDED BY A PARTICIPATING DENTAL SOURCE GENERAL DENTIST. IF THE SERVICES OF A PARTICIPATING SPECIALIST ARE REQUIRED, MEMBERS WILL RECEIVE A DISCOUNT FROM THAT PARTICIPATING SPECIALIST.



FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER #19-23

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**

DATE: September 25, 2019

**RE: APPOINTMENTS AND REAPPOINTMENTS TO THE PENSION PLAN
BOARD OF TRUSTEES**

RECEIVED

SEP 25 2019

*JAKC
11:35 AM*

**MARY JO SPINO
COUNTY CLERK**

Linda Steele is reappointed as an active member of the Pension Plan within the Prosecuting Attorney's Office's bargaining unit for a term to expire February 17, 2023.

Dianne Kimzey is reappointed as an active member of the Pension Plan Board of Trustees for a term to expire February 17, 2023.

Michael Martin is reappointed as an independent business executive for a term to expire February 17, 2021.

Claire West-Scoville is reappointed as an independent business executive for a term to expire February 17, 2022.

B. Stephen Gillis is reappointed as an independent business executive for a term to expire February 17, 2022.



Patrick "Duke" A. Dujakovich is reappointed as a labor leader affiliated with a labor union with which Jackson County has a current Memorandum of Understanding, for a term to expire December 31, 2021.

Whitney Miller is appointed as an active member of the Pension Plan for a term to expire July 22, 2023. Ms. Miller's appointment is occasioned by the retirement of Gary Panethiere. A copy of Ms. Miller's resume is attached.



Frank White, Jr., County Executive

Dated: 9/25/19

Whitney S. Miller

EDUCATION

University of Missouri School of Law – Columbia, Missouri – J.D. May 2011

Missouri Law Review

2011 Order of Barristers (top advocates) and 2009 Top Oral Advocate
Elwood L. Thomas Inn of Court; Griffiths Leadership Society for Women

University of Western Cape School of Law – Cape Town, South Africa June-July 2009 – Summer Program

University of Missouri – Columbia, Missouri – B.A. in Human Development and Family Studies. Dec. 2006
Dean's List, Outstanding Senior in the School of Human Environmental Sciences

EXPERIENCE

Jackson County Counselor's Office, November 2012-Present – *Deputy County Counselor*

Serve as civil legal counsel for Jackson County, Missouri with a focus on employment and tax law.

Employment: Provide counsel on issues related to hiring practices, discipline, retaliation, and discrimination; create and provide complex policy development and employee training; advise on legal changes to ensure compliance; defend administrative charges before the EEOC and MCHR; defend claims to state and federal courts; advise as to labor disputes and contract negotiations.

Tax and other focus areas: Brief and argue appeals of tax-foreclosure suits to the Western District Court of Appeals; manage over 900 property value appeals to the State Tax Commission; provide legal counsel to determine tax exemptions County-wide; prepare and defend civil jury trials; provide counsel to department directors to reduce the risk of litigation; review and negotiate county contracts; provide litigation support to outside counsel on outsourced cases; strategize and advise on complex business decisions.

Missouri State Auditor's Office, January 2012-November 2012 – *Staff Attorney*

Served as legal counsel to former State Auditor; represented the Auditor in litigation before Missouri courts; drafted numerous briefs for cases on appeal to the Missouri Supreme Court; researched issues and drafted pleadings related to the constitutional authority of the Auditor; provided legal advice regarding the State's auditing practices.

Boone County Prosecutor's Office, January 2011-October 2011 – *Law Clerk*

Assisted the Prosecuting Attorney by conducting discovery and synthesizing evidence for trial; researched legal issues related to the admissibility of evidence in murder trials.

U.S. Attorney's Office, Western District of Missouri, Kansas City, Summer 2010 – *Legal Intern*

Assisted in drafting legal documents filed in the Western District of Missouri and the Eighth Circuit; provided research assistance on numerous legal issues related to fraud and corruption.

United States Senate, Washington, DC, 2006-2008 – *Legislative Aide*

Updated Senator on trends in education and healthcare and suggested legislative changes; met with constituent organizations and national associations to evaluate legislative needs; assisted Senator in writing floor speeches and proposed healthcare legislation.

COMMUNITY AND PROFESSIONAL ORGANIZATIONS

Licensed to practice law in Missouri and Kansas

Mizzou Alumni Association, Kansas City Chapter – Member of the Board of Directors

Wilderness Camping and Retreat Center – Member of the Board of Directors