



**JACKSON COUNTY
Finance Department**

Res. #19289

415 East 12th Street, Suite 105
Kansas City, Missouri 64106
www.jacksongov.org

November 21, 2016

Administration
(816) 881-3126
Fax (816) 881-3877

Accounting
(816) 881-3180

Accounts Payable
(816) 881-3059

Budget
(816) 881-3851

Grants Management/
Pension Management
(816) 881-3454

Office Services
(816) 881-3265

Payroll
(816) 881-3201

Purchasing
(816) 881-3253

Risk Management
(816) 881-3202

Tax Refund/Distribution
(816) 881-1320

Treasury
(816) 881-3358

Miss Thea Kirchmeyer
Blue Cross and Blue Shield of Kansas City
Senior Broker Commission Analyst
2301 Main Street
Kansas City, MO 64108

Subject: Agent of Record for Jackson County, Missouri

- **Group Name: BC/BS of Kansas City Preferred-Care Dental Buy –up Plan and Preferred-Care Dental Base Plan**
- **Group Number 31618000**

Dear Ms. Kirchmeyer:

Please be advised that the Jackson County Legislature approved Resolution No.19289 on October 24, 2016. The Resolution authorized the assignment of McDaniel Hazley Group, Inc. as Agent of Record of our Employee Dental Insurance Plan Benefits effective immediately.

This Agent of Record appointment supersedes all previous appointments. Furthermore, we understand that we may rescind this appointment at any time, provided the same furnished in writing to Blue Cross and Blue Shield of Kansas City.

Sincerely,

Q. Troy Thomas
Director,
Finance and Purchasing
Jackson County

cc: Kenneth Bacchus
Joshua Garry

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Chief Financial Officer to execute an addendum to the Agreement with Garry and Associates of North Kansas City, MO, allowing the assignment of that portion of the Agreement relating to group dental insurance to McDaniel-Hazley Group of Kansas City, MO, under the terms and conditions of Request for Proposals No. 11-13.

RESOLUTION NO. 19289, October 17, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 18175, dated May 20, 2013, the Legislature awarded a contract to Garry and Associates of North Kansas City, MO, for the furnishing of broker and consulting services on the County's health, life, and dental insurance, for use County-wide, under the terms and conditions of Request for Proposals (RFP) No. 11-13; and,

WHEREAS, Garry and Associates has submitted a request to the County to assign that portion of this Agreement relating to group dental benefits to the McDaniel-Hazley Group of Kansas City (Jackson County), MO; and,

WHEREAS, authorization of an Addendum to the Agreement with Garry and Associates, allowing such assignment, is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Chief Financial Officer be and hereby is authorized to execute, in a form to be approved by the County Counselor, a revised Agreement and/or any other documents necessary to give effect to this Resolution.

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Clay)

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

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

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

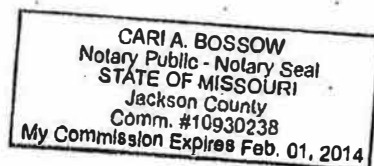
Subscribed and sworn to before me this 5th day of March, 2013

Cari A. Bossow

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

State of Missouri

My Commission Expires: 2/01/2014



YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?

1st report

If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?

X

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

NAME OF COMPANY McDaniel Hazley Group

STREET ADDRESS: 110 Main Street, Ste 2890, KC, MO 64105

REPRESENTATIVE NAME John McDaniel

TELEPHONE NUMBER 816-531-7500

EMAIL ADDRESS amydickinson@mhgins.com

WEBSITE ADDRESS

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK: Jackson County dental plans

DURATION OF CONTRACT

AMOUNT OF CONTRACT \$ 15,000

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

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

YES

NO

1. Available employment
2. Visual check
3. Other (specify) _____

—
X
—

X

This Compliance Review Form was prepared and submitted by:

Signature

Joshua K Garry, President

Name and Title

March 5, 2013

Date _____

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

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

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

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

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

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

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

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

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

VALUES AND EXPECTATIONS FOR EMPLOYEE BENEFIT PLANS AND PROGRAMS

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

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

SCOPE OF SERVICES

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

PROPOSAL FORMAT

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

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

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

Respondent must agree to the following standard provisions:

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

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

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

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

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

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

QUESTIONS

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

EXHIBIT A, INSURANCE

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

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

1. COMMERCIAL GENERAL LIABILITY

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

2. COMMERCIAL AUTOMOBILE LIABILITY

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

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

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

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

4. EXCESS/UMBRELLA LIABILITY COVERAGE

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

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

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

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

6. QUALIFICATIONS INSURANCE CARRIERS

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

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

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