

RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI

2014-137

APPROVE RENEWAL RFP# 13-13
BENEFIT CONSULTING /BROKER SERVICES
HUMAN RESOURCES

BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI THAT, this Commission hereby approves the renewal of RFP# 13-13 in the amount of \$91,890.00 to Garry & Associates. The Presiding Commissioner is authorized to sign the attached contract (if applicable) and all documents to facilitate this order.

ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 30 DAY OF July, 2014.

Per RSMo. 50.660, I certify the unencumbered cash balance in Fund 100 is \$ ~~15,019,370.90~~ and the unencumbered appropriation in Fund 100 Account 680 Line Item 201 is \$ ~~226,658.53~~ as of the date and time stamp below.

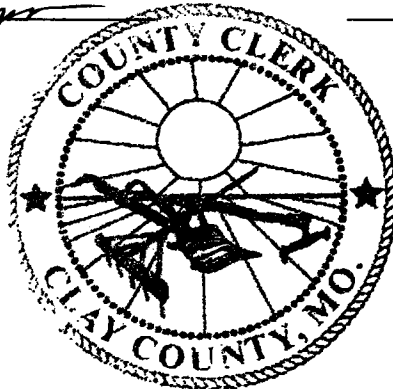
Shirley Einger Date: 07/31/14 Time: 9:45am
Clay County Auditor

APPROVED AS TO FORM AND LEGALITY:
[Signature]
COUNTY COUNSELOR

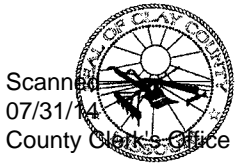
[Signature]
PRESIDING COMMISSIONER

ATTEST:
[Signature]
COUNTY CLERK

[Signature]
WESTERN COMMISSIONER



VOTED NO
EASTERN COMMISSIONER



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07/31/14
County Clerk's Office

REQUEST FOR COMMISSION ACTION

RES ORD # 2014-137 CONSENT REGULAR

Date: 6/04/2014 Department/Office: Human Resources

Immediate Action Required: No Yes If Yes, reason?

Work Session Date Requested: 6/23/2014 Business Session Date Requested: 6/30/2014

Past Commission Action: Resolution #: 2013-183 Date: 06/03/2013

Budgeted/Funds available in:
Fund Name General # 100 Dept Name Human Resources# 680 Acct Name Acct. & Consulting Serv. # 201 Budgeted Amount: 2014 - \$91,890.00
Contract Amount Approx. \$90,000.00

Capital Projects Encumbrance Request Form Yes No \$ _____ (attach)

Budget Transfer Needed: \$ _____ (attach)

Within a fund: (blue) Yes No

Between funds: (pink) Yes No

Reappropriation: (gold) Yes No

RFP Yes #13-13 BID Yes # _____

Prevailing Wage: Yes No

Term & Supply: Yes No

Contract needed: Yes No

Legal Review: Yes No

Contract Attached: Yes No

Grant Review: Yes No

Public Hearing: Yes No Date: _____

Risk Mgmt Review: Yes No

Issue: Request renewal of RFP 13-13, Benefit Consulting Broker Services and agreement 2014-134-1R to Garry & Associates Insurance Agency, Inc. to provide Benefit Consulting/Broker Services.

Background: Specifications for Benefit Consulting Broker Services were reviewed and updated by the Human Resources Department. The Purchasing Department prepared a "Request for Proposal" RFP. Fourteen (14) potential contractors were notified via County email. In addition the RFP was placed on Demandstar, the County's Bid \RFP notification service where eight (8) potential contractors downloaded the RFP, advertised in paper and posted. Purchasing received seven (7) responses.

Proposals were evaluated and scored by a evaluation committee. The evaluation committee identified four (4) contractors to be interviewed. Interviews were conducted and scored by the evaluation committee. It was determined that Garry & Associates Insurance Agency, Inc. is the best and lowest contractor that meets all specifications.

The evaluation criteria for both evaluation phases included:

1. Experience/references,
2. Expertise of contractor/ personnel,
3. Applicable resources,
4. Project approach and,
5. Cost.

For these reasons it is the recommendation of the Purchasing Department to recommend the agreement be awarded to Garry & Associates Insurance Agency, Inc.

Recommendation/Action needed: Request renewal of RFP #13-13, Benefit Broker Consulting Services to Garry & Associates Insurance Agency, Inc.

Public/Board/Staff Concerns: None

Follow up: None

Last Year's Cost: \$41,250.00 (6 months)

Distribute Attested Copies of Resolution/Agreements to: Director of Human Resources, Purchasing and Contractor: Garry & Associates Insurance Agency, Inc. Attn: Joshua K. Garry 135 E. 20th Ave., NKC, MO 64106-3412 PH (816) 221-9400

Laurie Bonk
Requestor

Steve Wright
Purchasing/Budget

Dean Brookshier
County Administrator

MEMORANDUM

TO: Dean Brookshier
DATE: July 24, 2014

TO: Steve Wright

FROM: Julie Lombard

RE: Additional Reference Checks for Garry & Associates Insurance Agency concerning contract resolution 2013-183 for Benefit Consulting / Broker Services

Additional reference check feedback was sought pertaining to the performance of Garry & Associates at the request of Commissioner Ridgeway before proceeding with renewal of the established contract.

I contacted a total of 3 references via email and received 2 responses. I sent all 3 reference contacts an Excel Reference Survey form that asked 15 performance statements concerning company's performance, where the reference contact was asked to rate on a scale of 1 to 5, with 1 indicating "Overall Inferior Performance" and a score of 5 indicating "Overall Excellent Performance". Attached is the survey responses received.

I emailed the following 3 References concerning Garry & Associates:

1. Louie Wright, retired/former President IAFF Local 42 with the City of Kansas City Missouri
2. Fred Siems, Chief Administrative Officer with Jackson County Missouri
3. Troy Schulte, City Manager, City of Kansas City, MO

The reference feedback I received summarized as follows:

Louie Wright, formerly with the City of Kansas City, Missouri and is now an Attorney at Law / adjunct Professor at UMKC School of Law, indicated in his email that Garry & Associates' performance is overall Outstanding/Excellent. Mr. Louie Wright even further states, "*I enthusiastically and without reservation recommend and endorse Garry & Associates.*" His reference survey response listed all "5" ratings (Overall Excellent" to all fifteen (15) performance statements (see attached email and reference survey response).

Shelley M. Temple-Kneuvean, with Jackson County, Missouri indicated in her reference survey response a "5" rating for all of the 15 performance statements, which results in an Overall Excellent rating. She further stated, "We have had an excellent experience with Garry and Associates. Our rates and benefits are carefully tracked and we have had success with several creative approaches." And she further indicated that Jackson County would "Absolutely" utilize and recommend Garry & Associates Insurance Agency for future similar work.

Considering that Clay County has had an established contract with Garry & Associates and there is no documentation in the contract file of any issues concerning the contractor's performance, as well as, the highly positive reference feedback from Mr. Louie Wright as well as from Ms. Shelley Temple-Kneuvean, as indicated above, it appears that this is a company that is responsive to customer needs and fulfills contractual requirements with excellent quality workmanship and professional manner.

From: Louie A. Wright <law@iaff42.org>
Sent: Thursday, July 03, 2014 11:10 AM
To: Lombard, Julie
Subject: FW: Louie Wright/Reference Check on Garry & Associates Insurance Agency
Attachments: Reference Survey_City of Kansas City Missouri.xls

Ms. Lombard:

I am happy to respond to the attached survey. Neither your survey, nor this communication, however, allows the opportunity to fully express my satisfaction and appreciation for the work that Garry & Associates (Garry) has and continues to perform for Kansas City's Health Care Trust.

It is instructive to realize that, at the outset, the Health Care Trust was a Committee comprised of City Elected Officials, Senior Administration, Mid-Level Management, Rank & File Employees and Union Representatives. This Committee ultimately evolved into formal establishment of the Health Care Trust. Below is a summary of key points that I believe you should consider.

1. Garry was engaged to assist in transforming the manner in which the City of Kansas City, Missouri (City) acquired and administered its health benefits program(s).
2. The several years preceding Garry's engagement, the City had regularly experienced double digit increases in its health insurance premiums. These premium increases were borne by the City and its employees.
3. The City, its employees and its unions had some of the following goals. Some of these goals, at the outset, appeared to be in conflict with each other.
 - a. Slow or stop the premium increases (City, E'ees & Unions).
 - b. Control abuses in the system (*i.e.*, over-utilization of emergency room treatment, "shadow" beneficiaries, abuse in the prescribing of meds, etc.) (City & Unions).
 - c. Maintain or enhance the level of benefits, plus no increase in copays (E'ees & Unions).
 - d. Establish and/or Enhance existing wellness program(s) (City, E'ees & Unions).
 - e. Increase focus on certain disease groups and disease management, as well as provide a greater focus on prevention(City, E'ees & Unions).
 - f. Provide more autonomy and transparency in the provision and administration of health care benefits (Unions).
 - g. Include rank and file employees and unions in every facet of oversight and administration of the program (E'ees & Unions).
 - h. Provide flexibility to adjust aspects of the program when it was deemed necessary or advisable(City, E'ees & Unions).

As you can imagine, addressing all of the above interests, while managing the diverse make up and opinions of the above-described stakeholders was no easy task. In this regard, Garry's facilitation skills proved as valuable as their technical and subject matter expertise. Much to the satisfaction of all, accomplishment or improvement was attained in all of the above-stated goals, along with much more.

A few of the concrete outcomes, include: three (3) or more years of no premium increases, with no reduction in benefits; subsequent premium increases well below averages for health care inflation; establishment of a Free Clinic for City Employees (service is free to employees and there is no charge to the City or the insurance program); one dollar \$1 co-pay for generic over the counter medications.

So will stop here, not because I have run out of things to say, but I fear I may be tiring the reader. Thank you for the opportunity to provide my perspective.
07/31/14
County Clerk's Office

As stated in the attached survey, I enthusiastically and without reservation recommend and endorse Garry & Associates. Please contact me if you have any questions or would like to discuss further any of the information I have provided.

Best regards,

LOUIE A. WRIGHT

Attorney at Law (Admitted in MO, KS & CO)
Adjunct Professor UMKC School of Law
Old Fire Station #1
1215 Union Avenue
Kansas City, Missouri 64101
and
1821 Wyandotte
Suite 200
Kansas City, Missouri 64108
law@iaff42.org (E-Mail)
816.509.4233 (Mobile)
816.221.5236 (Fax)

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From: Lombard, Julie [mailto:jlombard@claycountymo.gov]
Sent: Tuesday, July 01, 2014 11:07 AM
To: Louie A. Wright
Subject: Louie Wright/Reference Check on Garry & Associates Insurance Agency

Dear Mr. Louie Wright:

Last year, you were listed as a reference in Garry & Associates' proposal responses to Clay County's Request For Proposal (RFP) for Benefit Consulting / Broker Services. The Clay County Purchasing Department requests additional feedback regarding Garry & Associates' provision of services to City of Kansas City Missouri. Please see the attached Reference Survey form, complete it, and return the completed form back to me preferably no later than **Thursday, July 3, 2014** prior to 2:00 p.m.

I sincerely appreciate your feedback regarding your experiences with Garry & Associates and their Benefit Consulting/Broker Services. Please do not hesitate in contacting me concerning any questions you may have.

Sincerely,

**RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI**

2013-183

**APPROVE AND AWARD RFP# 13-13
BENEFIT CONSULTING /BROKER SERVICES
ADMINISTRATOR**


BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI THAT, this Commission hereby approve and award RFP# 13-13 with Garry & Associates. The Presiding Commissioner is authorized to sign the attached contract (if applicable) and all documents to facilitate this order.

ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 3 DAY OF June, 2013.

Per RSMo. 50.660, I certify the unencumbered cash balance in Fund 100 is \$_____ and the unencumbered appropriation in Fund 100 Account 600 Line Item 201 is \$_____ as of the date and time stamp below.

Date: _____ Time: _____
Clay County Auditor

APPROVED AS TO FORM AND LEGALITY:



COUNTY COUNSELOR

ATTEST:

COUNTY CLERK

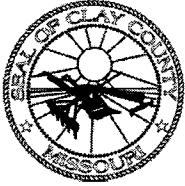


PRESIDING COMMISSIONER

WESTERN COMMISSIONER



EASTERN COMMISSIONER



Resolution# 2014-137

Clay County, Missouri

Administration Building
1 Courthouse Square ~ Liberty, MO 64068

RENEWAL AGREEMENT # 2014-137-1R RFP13-13, Benefit Broker Consulting Services

THIS RENEWAL AGREEMENT, MADE THIS 30th day of July, 2014 between Clay County, Missouri (hereinafter "County") and Garry & Associates Insurance Agency, Inc. (hereinafter "Service Provider").

WHEREAS, the County has caused to be prepared certain agreement documents, General Terms and Conditions, Special Conditions and/or Specifications, Request For Proposal for Cost Allocation Plan and any special clauses/addenda listed under Special Attachments below (hereinafter "Agreement Documents"), said Agreement Documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Service Provider did on the 15th day of April, 2013 file with the County their Proposal to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the said Agreement Documents adequately and clearly describe the terms and conditions upon which the Service Provider is to furnish such equipment, supplies, labor and/or services as specified; and

WHEREAS, All other aspects of the original agreement will remain in affect for the duration of the agreement term stated above including any addendums and/or modifications; IT IS AGREED,

1. Clay County, Missouri acting through its Purchasing Agent and upon approval of the Clay County Commission does hereby accept, with modifications, if any, the first year renewal of Proposal #13-13, Garry & Associates Insurance Agency, Inc..
2. The Supplier's Proposal and the County's Agreement Documents are the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said Proposal and Agreement Documents, and that the parties continue to be bound thereby and that the compensation to be paid the Service Provider is as set forth in the Service Provider's proposal.
3. This first year Renewal Agreement shall be effective July 15, 2014 to July 13, 2015.
4. No financial obligation shall accrue against the County until Service Provider makes delivery pursuant to order of the Purchasing Agent and/or their approved designee.
5. This agreement may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The County may terminate this agreement immediately, under breach of contract, if the Service Provider fails to perform in accordance with the terms and conditions. In the event of any termination of the agreement by the Service Provider, the County may purchase such supplies and/or services similar to those so terminated, and for the duration of the agreement period the Service Provider will be liable for all costs in excess of the established agreement pricing.
6. This is the first of four possible renewal periods of this Agreement. The 2014-2015 agreement pricing identified in Appendix A will be in effect for the duration of this contract term stated in paragraph 3.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

APPROVED AS TO FORM:

COUNTY OF CLAY, MISSOURI
COUNTY COMMISSION

By: Pamela Mason
Presiding Commissioner

Name: Pamela S. Mason

Date: 7-30-14

ATTEST:

Sheri Chapman
Sheri Chapman
Clerk of the County Commission

SERVICE PROVIDER:

Garry & Associates Insurance Agency, Inc.
135 E. 20th Ave.
North Kansas City, MO 64106-3412

By: John H. Garry
Title: President

Date: 6-4-14

