

**SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
HOLMES MURPHY & ASSOCIATES LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and 1828 Walnut Street, Suite 701, Kansas City, MO 64108, a Limited Liability Corporation (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2022-016 Health Insurance and Employee Benefit Brokerage/Consulting Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Health Insurance and Employee Benefit Brokerage/Consulting Services (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement.
  - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
  - b. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
4. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line item costs (as described in the Scope of Work) at the rates for set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

The City's Procurement Officer will only review fully documented requests for price increases after an Agreement has been in effect for one (1) year. Any price increase adjustment will only be made at the time of Agreement renewal and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Agreement renewal.

5. Payments. The City shall pay the Contractor on an agreed upon basis, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor.

If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies

and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of

the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Attn: Procurement and Contract Services  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

### 13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of

recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

#### 14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of

such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
  - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
  - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
  - c. a criminal violation of any state or federal antitrust law;
  - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
  - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
  - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in

determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

#### 15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or

in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- 15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
- 15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: City Attorney's Office

If to Contractor: Holmes Murphy & Associates LLC  
1828 Walnut Street, Suite 701  
Kansas City, MO 64108  
Attn: Jeff Spencer

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the



following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed

to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

- 15.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

- 15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

- 15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

- 15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

- 15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any

Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date").

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager                      Date

**ATTEST:**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Daniel R. White,  
Chief Counsel of Management and Operations

**HOLMES MURPHY AND ASSOCIATES**

By

\_\_\_\_\_  
Print Name JEFF SPENCER

Title SENIOR VICE PRESIDENT

Date 12-14-2021

EXHIBIT A  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
HOLMES MURPHY & ASSOCIATES LLC  
CONTRACTOR'S PROPOSAL  
**GENERAL INTRODUCTION TO SECTION**

**Project Schedule:**

While not specific to the City of Lee's Summit, the "client wheel" below provides a good visual of the cadence of review, collaboration, project work, communication and execution required. The timing for the City of Lee's Summit is accelerated for certain items like strategic planning, renewal forecasting and renewal delivery due to the early release date of the City's healthcare renewal. This "early" renewal timing has been easily accommodated by our team. Consistent with the "organizational consistency" commentary below, we will hold a planning meeting shortly after open enrollment ending to solidify projects and timing for 2022 and beyond.

**Broad Scope Overview:**

**Organizational Consistency: Advising, Creating, Negotiating, Implementing, & Managing your Programs**

Our work begins annually by conducting strategy sessions and discussions to develop and then confirm the short-term and long-term goals of the benefits program. Through this interaction with your benefits leadership team, we will identify and detail your objectives and the measures of success. These become the basis for the overall program strategy and project management. We hold ourselves accountable to delivering on these objectives and continually measure performance versus the program goals.

**Expertise Driven**

A continued area of focus for our relationship with the City will be to leverage our expertise and emphasize strategy development and design. Our goal is to ensure the plan is structured to offer the best possible solutions that meet employee needs without overburdening the City financially or administratively. The expertise of Holmes Murphy team members and strategic partners is critical in accomplishing this goal for you.

**Overall Program Strategy Philosophy**

Our expertise and processes focus on three key areas for your benefit plans: administration, finance, and delivery.

The ideal benefits program for most companies makes benefits a "non-issue".

- For your employees, we mean that the benefits provide peace of mind and user-friendly administration so that they can focus on their job responsibilities.
- For the City, we mean you can focus on your core responsibilities without undue financial or administrative burden - no surprises.

To achieve a "non-issue" status, a plan must be well-conceived, purchased from the right vendors, implemented effectively, and continually monitored.

- Well -conceived – The best possible solution is a design that meets employee needs while maximizing fiscal and human resources.
- Right Vendors - The richest plan design is of little value if the vendor cannot administer the program consistently and accurately. Because of volatility in the insurance industry, selection of appropriate vendors has never been more important.
- Implemented Effectively - The right plan from the right vendor is still of little value if employees do not understand: (1.) what they have or (2.) how to access the programs. It is also critical that their initial

experience be positive so that they do not lose confidence in the plan due to administrative installation problems.

- Continually Monitored – A surprise in a benefit plan is seldom a good thing. Therefore, it is important to effectively and efficiently monitor financial and administrative performance of even the best benefit programs to avoid year-end surprises.

Our program philosophy comes to life by engaging your stakeholders to understand where your programs are today and what you want to accomplish in the future. This process is perpetual in nature and becomes the basis for on-going program strategy.

#### Strategy Meetings

We conduct formal review and strategy meetings annually for the City. To make the process as easy for your team as possible, we fully coordinate these sessions to include a review of the actual costs versus budget projections, utilization analysis, and a discussion of trends, opportunities, and goals.

#### Program Audit & Review

A consistent and comprehensive audit of the current benefits program is essential. We maintain a thorough understanding of all elements of your current benefit plans. As we review the programs each year, we keep two basic questions in mind: “What’s working?” and “What’s broken?”

#### Key Indicator & Vendor Reporting

Our primary role in reporting and analysis is to bring life to vendor data. It should not be your job to sort through potentially hundreds of pages of reports to try to figure out what is happening with the costs and why. We provide the vendor data analysis and deliver a meaningful summary of the information providing clear answers. The result of the analytical process will not only offer observations of what is happening, but also includes recommendations and solutions that can be implemented to influence future outcomes. This is key in renewal preparation, negotiation and deciding on whether additional investment is prudent in areas like onsite clinics and back end musculoskeletal programs (recently reviewed).

#### Actuarial Support

The support of our Actuarial unit is also available to help project future costs and analyze change opportunities. Mark Van Buskirk, Ph.D. is our full time in-house Chief Actuary and will assist in critical technical areas.

#### Wellness & Condition Management Strategies

Holmes Murphy consults with a broad scope of employers to help them understand their role in the complex world of healthcare consumerism and focused interventions. Our Chief Medical Officer Dr. Scott Conard has depth of expertise in population health, utilization, wellness, and disease management consulting. Additionally, Senior Clinical Consultant Leia Spoor has tremendous expertise and knowledge in the wellness and condition management arena.

As you have experienced throughout the last five years with Holmes Murphy as your consultant, we believe that our understanding and commitment to this area is one feature that set us apart from our competitors. Shifting costs to plan participants through “consumer-directed” plans is only part of the emerging healthcare cost control environment. Holmes Murphy helps employers understand how focused, clinically based intervention will impact your health plan, culture, and employees. Disease Specific Baselines and program exploration will remain a staple for future planning. We continue to monitor and hold discussions on the viability of an on or near-site clinic.

#### Benchmarking Analysis

Holmes Murphy compiles employer plan design benchmarks from our internal customers. We access multiple national survey instruments and lean on UHC’s database of “Companies Like Me”. Our IBM platform can benchmark utilization. In addition, we often conduct industry and geographic location specific surveys for our clients. We welcome the opportunity to support you in any specific survey initiatives you might have including focused surveys of other employers in your labor force market areas. The City has taken advantage of an internal survey developed by us to gauge clinic interest.

## Design Strategy and Option Modeling

Emerging trends (i.e. consumerism, health & wellness, etc.) will continue to have a profound impact on future plan design options and decisions. Understanding the selection patterns and how that can increase or decrease the ultimate costs is critical in designing a multi-tiered plan program. We continue to evaluate alternative funding methods, such as self-funding, annually for the City.

## Best Practice Trends

On behalf of our clients, we are actively in the market managing bid/selection projects and performing vendor negotiations. Of equal importance, we are continually building upon our unique knowledge-sharing structure that allows us to stay on top of trends in all benefit areas. Holmes Murphy will continue to combine our understanding of your needs with our market insight to proactively present best practices and emerging opportunities that present the best fit for the City. Our clinical team assists in this process with recommended clinical solutions.

## BUYING POWER AND NEGOTIATIONS

In addition to our benefits expertise, another of the top reasons our customers hire Holmes Murphy is for our buying power and negotiating approach. We will continue to utilize our knowledge-based approach to ensure you select the best programs at the best price.

## Internal Underwriting

Our belief is that the most effective negotiations come from having the deepest understanding of the data, contracts, and local healthcare landscape. We perform internal underwriting on your behalf so that vendor negotiations are based on valid actuarial assumptions rather than market rates. This approach consistently places us in the best possible position to negotiate favorable terms with vendors and we are confident it will continue to yield the best possible price for the City. The process has yielded better than market outcomes consistently for the City.

## Vendor Negotiations

We facilitate all negotiations with vendors. This includes a detailed initial review of the current programs to ensure that there are effective terms and provisions in the contracts. Holmes Murphy conducts all RFPs for health and welfare programs where opportunities for improvement are possible. In addition, we have strong relationships with your current vendors. We maintain vendor oversight to ensure that they are delivering appropriate levels of performance.

## Leveraging Size & Growth

The combined annual health and welfare expenditures for our Holmes Murphy client base are more than \$5 billion in equivalent premium. We're the largest independent entity of our kind. Holmes Murphy negotiates hundreds of benefit renewals per year on behalf of our clients; we use this negotiating strength, familiarity with the market and our knowledge to drive best possible outcomes.

## Leveraging Affiliations

We currently participate on the National Advisory Boards for Aetna, CIGNA and United Healthcare and are involved with the Blue Cross National Consortium. In addition, we have preferred broker status with most insurance companies in the market. Our participation on these committees provides Holmes Murphy provides us with insight into the strategic direction of vendor companies and provides us visibility to marketing and underwriting.

## HUMAN RESOURCES SUPPORT

Holmes Murphy has a strategic approach to human resources support that includes robust communication, compliance, and education tools. These resources are powerful in themselves, but our people make the difference. The City's Holmes Murphy team is committed, passionate, experienced, and prepared to continue to be a meaningful extension of your benefit department.

## Communication Support

Holmes Murphy will continue to support the City's employee communication campaign on several fronts including open enrollment, onsite employee communication, customized support materials and special projects.

Erin Holland acts as the first line of communication support in all areas and will be present at the City for employee assistance in accordance with the City's desires.

We understand the communication challenges of a diverse workforce and support you with the development of customized communication materials such as brochures, open enrollment guides, enrollment videos, and web implementations. Mark Fitzgibbons, Communications Director, is available to assist the City to achieve maximum impact from your benefits communications program.

#### Communication Materials

Holmes Murphy will produce custom communication materials for distribution to the City employees. Some examples include company policy handbooks, employee benefit handbooks, total compensation statements, open enrollment announcements and newsletters, wellness campaign brochures and informational brochures detailing the City-specific initiatives. Holmes Murphy will also continue to supply an electronic version of the guide annually, at no additional cost. Additionally, Holmes Murphy created and will continue to maintain the City's micro-site, which is a valuable source of information to members at Open Enrollment and beyond.

#### Compliance Support

Holmes Murphy will support the City's compliance needs in several ways. Claire Pancerz, Esq., Compliance Director and in-house attorney, will assist in all compliance areas. We also have the services of Littler Mendelson, a national employee benefits law firm on retainer for ongoing compliance and legal assistance as well as Jackson Lewis Law Firm.

Our support commitment includes an online resource available to internal and external customers. We also coordinate and develop training materials for your benefit representatives to improve their knowledge of benefit plan details and administration.

#### Client Education & Training Program

Providing continuous education about latest industry trends, products, and legislative activities, is an added value for our customers. Holmes Murphy is nationally known for conducting high impact seminars and is commonly a key speaker at several association meetings.

### **ADDITIONAL VALUE-ADDED SERVICES**

#### CLINICAL LEARNING AND UNDERSTANDING ENGINE (CLUE)

Our proprietary data warehouse, CLUE, powered by IBM Watson Health, is used to not only evaluate historical plan performance, but to support an improved future outcome. Our next generation analysis includes reporting beyond the standard traditional outputs. We provide episodes of care, disease staging, and leading indicator analysis to provide a true complete picture of health for your organization. Our philosophy is one of measuring and influencing risk factors before they become either an elevated disease state or a clinical event. Stated another way, we look through the front windshield out ahead of our client's utilization and focus on reducing the production and destruction from future disease.

#### Mineral (formerly ThinkHR)

Holmes Murphy provides customers with a human resources service known as Mineral at no cost. Mineral integrates cloud-based technology along with access to live experts to provide customers with a wide variety of HR resources and solutions. The Mineral experts are seasoned, trained, credentialed professionals who have vast experience in the HR arena. Areas addressed by Mineral include:

Mineral Live – a team of HR advisors that answer questions and provide written summary for areas including compliance, leave of absence, wage and hour, terminations, recruiting & hiring and employee relations, benefits, investigations, and worker's compensation among others.

Mineral Learn- delivers the courses and solutions that matter most to organizations, helping them stay compliant and empowering HR staff and employees with the information and tools to grow professionally. There are hundreds of training and educational videos in the Mineral library. Holmes Murphy has found that our customers especially value the following videos for their staff and employees: HIPAA –Your Obligations Under the Privacy Rule, FLSA What Supervisors Need to Know, All About Nutrition (for your wellness program),



Financial Wellness (for your wellness program), How to Explain Benefits to New Hires, Terminating Employees – Checklist and the Process, FMLA – What Supervisors Need to Know, How to Conduct New Employee Orientation, ADA - What Supervisors Need to Know, Office Ergonomics, and many more! As discussed, enhanced functionality in this segment as desired by the City will be available by January 1<sup>st</sup>.

Mineral Comply – a web-based resource center for HR professionals. Contains thousands of forms, documents, tools, and checklists. The site is up to date on the latest HR news and trends. Features of the resource center include: a Q&A database, customizable communication materials, benchmarking information, compliance guidelines, links to state and federal employment law, hiring and termination guidelines, health care reform center and HR whitepapers, in addition to many other features.

Zywave – Benefits, HR Content and Decision Support – Do they have access to this?

The City can access the Zywave platform which provides a wealth of insurance-related tools and information. These services enhance our commitment to providing you the latest in strategic planning, expertise, innovation, and technology. Largely speaking, we utilize the Zywave resources on your behalf and deliver content without the need for the City to directly access.

We extend access to many services via a personalized MyWave® Portal Web site. Access offers you time-saving tools and resources that build convenience into managing your everyday work tasks. Areas included under the MyWave® Portal include Collaboration Center, Benchmarking Surveys, Compliance & Legislative Guides, and Resources & Employer Education, Healthshop and document templates. One function that is used by some of our clients is an online plan decision support function that could be explored for the City.

#### COBRA Solutions

Holmes Murphy has a strategic partnership with multiple vendors to provide outsourced COBRA services. Our partnerships provide a turnkey approach, minimizing risk exposure and providing peace of mind that compliance requirements are being met. They only require that the plan sponsor simply notify the vendor of new plan members and those with qualifying events, either telephonically or via website. Holmes Murphy will continue to provide COBRA services for the City, through Taben, at no cost to the City.

#### AVANT MARKETSOURCE

AMS is a reverse auction procurement platform (think Ebay in reverse). Going into 2021, this platform delivered \$45,000 of annual savings to the City and \$8,000 for employees. We build out our request for proposals on the platform and provide the insurance carrier market with the information necessary to provide proposals. We can solicit every major A-rated ancillary insurance carrier to respond to the RFP. During the initial phase carriers commit to match the requested plan design and provide an initial cost proposal. After close of the first step, we then determine which carriers we would like to invite back to the secondary pricing event. During this stage, carriers bid against each other in real time until the close of the auction. The carriers can see where they stand relative to the other participants in the auction but are never allowed to see each other's price. At the close of the secondary pricing event, we then select the insurance carriers that will participate in finalist presentations. This process has delivered an average savings of 22% across our book of business when compared in-force or renewal rates. After marketing is complete, we handle all aspects of implementation and on-going service and advocacy.

#### Critical / Unique Issues:

- Identify and compare alternative health insurance plan design, funding arrangements and implications: We have built and will continue to use retrospective and prospective modeling to analyze the appropriate funding platform for the City and communicate appropriately on the topic to Finance and Budget and any other internal stakeholders as needed.
- Prepare and make presentations to the Mayor and City Council, Leadership and staff as requested: Our team is familiar with the staff, Council and Leadership at the City and is uniquely positioned to communicate ongoing projects to them.
- Assist in the development and implementation of an employee wellness program to improve employee health and reduce health insurance costs: We've enjoyed our interaction to date in maximizing use of available resources and can expand conversations as desired with our clinical team as the program



continues to develop.

- Assist with improvement for communication to City employees and retirees: If there are any perceived holes in communication approaches, we can easily loop in our communications team to brainstorm means for enhancement.
- Provide City quote on separate Rx plans that would include transparency options, if requested: While the need has not yet surfaced, if self-funding becomes a viable option, we have internal and 3<sup>rd</sup> party resources that allow for effective analysis of the most cost-effective approach in a self-funded environment to source Rx fulfillment.

#### Team Roles and Identification:

By building our firm with individuals that come from very specialized backgrounds, the talent of our people is a major differentiator. Our people come from several of the large national consulting houses, healthcare technology firms, and Fortune 500 companies. Each left his/her respective organizations to work in an environment that provides complete freedom to think creatively and deliver outcomes without constraints. We believe the Holmes Murphy environment allows our talent to deliver the best solutions for our customers.

As you are aware, we do not work in a “silo” system where one team works on all the same customers. Our culture is built on sharing knowledge and experiences, where we strive to pull the appropriate levels of expertise at the appropriate time from within our pool of experts. The goal in building our organization was to provide the appropriate areas of expertise that a customer could find in one of the country’s largest consulting firms, but to do this with the customer service feel of a strong regional firm. We believe that we have met these goals with in-house actuarial, legal/compliance, communication, and medical management measurement expertise that is available to all our clients on an as-needed basis.

Your dedicated service and consulting team will continue to include the following team members:

- Erin Holland, Senior Client Service Consultant
- Jessica Deeds, Account Manager
- Shea Bollin, Business Development Consultant
- Matt Wheeler, Vice President Service
- Jeff Spencer, Senior Vice President

Erin and Jessica will be responsible for coordinating and monitoring all the services provided by Holmes Murphy and your vendors; they will be the City’s primary daily contacts. Matt oversees all aspects of client service and strategy including financial reporting, plan design strategy and wellness programming. Jeff will continue to lead our team as our Division Leader and utilize his influence to maximize vendor outcomes and support team efforts. Additionally, Tim Schwob is responsible for voluntary benefit program implementation. We believe it is critical for clients to always have access to a Holmes Murphy representative familiar with your plans, and we work diligently to ensure every member of your team is involved in or aware of all aspects of your plans and their performance.

**Specific Expert Team:** In addition to your Primary Services Team, the following team will also be integral at specific points during the plan year depending on project requirements.

- Compliance – Claire Pancerz, Esq. (Compliance Director)
- Legal – Jackson Lewis
- Actuarial - Mark Van Buskirk, PhD (Chief Actuary)
- Wellness Strategy – Dr. Scott Conard (Chief Medical Officer); Leia Spoor (Clinical Director)
- Communication – Mark Fitzgibbons (Communications Director)

Our account management philosophy is to remain actively involved in all aspects of our customer relationship from program reviews, through implementation, and the continued monitoring of vendor relationships and plan performance. This approach distinguishes us from our competition, many of whom prefer to have a limited role in the ongoing management of vendor/client relations as they pursue new business opportunities.

# REQUIRED FORMS

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City of Lee's Summit  
Procurement and Contract Services  
RFP No. 2022-016

## VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

**Holmes Murphy & Assoc. LLC**

FIRM SUBMITTING PROPOSAL

**42-0985055**

FEDERAL TAX ID NUMBER

**Jeff Spencer, Sr. Vice President**

PRINTED NAME AND TITLE

A handwritten signature in blue ink, appearing to read 'Jeff Spencer', written over a horizontal line.

AUTHORIZED SIGNATURE

**1828 Walnut Street, Ste. 701**

ADDRESS

**816.857.7802**

TELEPHONE

FAX #

**Kansas City, MO 64108**

CITY STATE ZIP

**October 21, 2021**

DATE

**www.holmesmurphy.com**

WEB SITE

**JeffSpencer@holmesmurphy.com**

E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- ☐ Small Business Enterprise (SBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Women-Owned Business Enterprise (WBE)
- ☐ Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise?  
If yes, please provide details and documentation of the certification.

**FORM NO. 1: PROPOSER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: **Holmes Murphy & Associates**  
**1828 Walnut Street, suite 701**  
**Kansas City, MO 64108**
- 1a. Provider /Firm is: \_\_\_ National ☒ Regional \_\_\_ Local
- 1b. Year Provider/Firm Established: **1932 (Kansas City office opened in 2003)**  
Minimum qualifications require that the broker have a minimum of fifteen (15) years of experience in the health benefits brokerage and the consulting industry.
- Years of Experience providing RFP identified services/project for municipalities: **15 years**  
Year of Experience conducting requested services **19 years**
- 1c. Licensed to do business in the State of Missouri: ☒ Yes \_\_\_ No
- 1d. Principal contact information: Name, title, telephone number and email address: **Jeff Spencer**  
**Sr. Vice President**  
**(816)857-7802**  
**jeffSpencer@holmesmurphy.com**
- 1e. Address of office to perform work, if different from Item No. 1: **N/A**
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: **6 persons dedicated to Strategy, Financial Analysis, Communication, Compliance, Day-to-Day Service and Overall Program Success.**
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:  
**None**
- 3a. Has this Joint Venture previously worked together? \_\_\_ Yes \_\_\_ No

## FORM 2 KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS

Holmes Murphy doesn't propose the use of any outside consultants or subcontractors. All expertise is in house.

### FORM 3 EXPERIENCE/REFERENCES

REFERENCE 1	
Project Name & Location	Liberty Public Schools
Completion Date (Actual or Estimated)	Ongoing
Project Owners Name & Address	Liberty Public Schools (Broker of Record since June 2011) 8 Victory Lane Liberty, MO 64068
Project Owner's Contact Person, Title & Telephone Number	Dr. Robert J. Vogelaar Assistant Superintendent, Human Resources (816) 736-7183
Estimated Cost (in Thousands) for Entire Project	\$220,000
Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm	\$220,000
Scope of Entire Project (Please give quantitative indications wherever possible)	Full Brokerage and Consulting Services
Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible)	Full Brokerage and Consulting Services
Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Jeff Spencer Matt Wheeler Jessica Deeds

REFERENCE 2	
Project Name & Location	City of Leawood
Completion Date (Actual or Estimated)	Ongoing (Broker of Record since September 2015)
Project Owners Name & Address	City of Leawood 4800 Town Center Drive Leawood, KS 66211
Project Owner's Contact Person, Title & Telephone Number	Nic Sanders Director, Human Resources (913) 661-7005
Estimated Cost (in Thousands) for Entire Project	\$58,000
Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm	\$58,000
Scope of Entire Project (Please give quantitative indications wherever possible)	Full Brokerage and Consulting Services
Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible)	Full Brokerage and Consulting Services
Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project	Jeff Spencer Matt Wheeler

REFERENCE 3	
Project Name & Location	Johnson County Community College
Completion Date (Actual or Estimated)	Ongoing (Broker of Record since December 2009)
Project Owners Name & Address	Johnson County Community College 12345 College Blvd. Overland Park, KS 66210
Project Owner's Contact Person, Title & Telephone Number	Sara Hartman Employee Benefits Specialist (913) 469-8500 x4757
Estimated Cost (in Thousands) for Entire Project	\$120,000
Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm	\$120,000
Scope of Entire Project (Please give quantitative indications wherever possible)	Full Brokerage and Consulting Services
Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible)	Full Brokerage and Consulting Services
Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project	Jeff Spencer Matt Wheeler

## FORM 4 – RESUMES OF KEY PERSONNEL

### JEFF SPENCER, SENIOR VICE PRESIDENT/SHAREHOLDER

Jeff Spencer is a Senior Vice President for Holmes Murphy and is responsible for leading our Kansas City office. In this role, he focuses on overall sales and market leadership, talent acquisition, cultural development, being a champion for Holmes Murphy employees, and developing young talent into future leaders. Jeff has been in the industry for more than 30 years in the carrier and brokerage channels. He's known for his leadership and expertise in creating the most comprehensive strategies to meet the financial goals of the clients he serves. Career achievements for this former captain of the University of Kansas baseball team include being named to Ingram's "40 under 40" and "Top 250 Most Influential Business Leaders in Kansas City" and his office being named as one of the Kansas City Business Journal's Best Places to Work for more than 10 years in a row

<b>NAME AND TITLE</b>	<b>Jeff Spencer, Sr. Vice President, EB/Shareholder</b>
<b>PROJECT ASSIGNMENT</b>	Strategy development and execution, oversight of day-to-day program initiatives and managing client expectations
<b>NAME OF FIRM</b>	Holmes Murphy & Associates
<b>YEARS EXPERIENCE</b>	With this firm: 18, With other firms:13
<b>EDUCATION</b>	B.S. Business Administration, University of Kansas
<b>CURRENT REGISTRATIONS</b>	Life and Health Insurance License
<b>OTHER EXPERIENCE &amp; QUALIFICATIONS</b>	Jeff opened the Kansas City branch of Holmes Murphy in 2003. after serving as Director of National Accounts for UNUM. Jeff has grown the office significantly and it is currently the fastest growing employee benefits operation in Kansas City. While building a client-first environment, Jeff has attracted the top talent in the region, which has allowed Holmes Murphy KC to be named as one of the Best Places to Work annually for more than a decade.

### MATT WHEELER, VICE PRESIDENT, CLIENT SERVICE

As a Vice Present of Client Service in our Holmes Murphy Employee Benefits division, Matt Wheeler serves as top-end support for a topflight service team. He collaborates with team members, coaching and encouraging them to safeguard and build upon the Holmes Murphy "family" culture. This culture fosters accountability to one another and to our clients with the constant effort to "leave good footprints" and "to be better tomorrow than today". Matt is responsible for retaining and attracting customers by focusing on specific customer strategies, problem solving for unique customer challenges and communicating client initiatives to diverse audiences. Matt graduated from the University of Missouri-Columbia with a Bachelor's degree in Philosophy. In addition to his education, Matt has earned his Group Benefits Association (GBA) designation. His skills in team building, public speaking, and problem solving allow him to succeed with co-workers and clients.

<b>NAME AND TITLE</b>	<b>Matt Wheeler, Vice President, Client Service</b>
<b>PROJECT ASSIGNMENT</b>	Support of financial aspects of health and welfare plans; cost impact studies, negotiation, and creative financial modeling.
<b>NAME OF FIRM</b>	Holmes Murphy & Associates
<b>YEARS EXPERIENCE</b>	With this firm: 15 With other firms: 9
<b>EDUCATION</b>	B.A. Philosophy, University of Missouri
<b>CURRENT REGISTRATIONS</b>	Life and Health Insurance License Group Benefit Associate (GBA)



<b>OTHER EXPERIENCE &amp; QUALIFICATIONS</b>	Matt serves as lead consultant for multiple public entity clients including, North Kansas City School District, City of Leawood, Liberty Public Schools, Johnson County Community College, Spring Hill School District and Blue Valley Schools. Matt is skilled in finding unique financial solutions to meet the budgeting constraints of public entities.
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#### ERIN HOLLAND, SENIOR CLIENT SERVICE CONSULTANT

Erin Holland joined the Holmes Murphy team in 2021 as Senior Client Service Consultant. In her role, Erin is responsible for being the day-to-day contact for clients, managing their overall well-being, coordinating renewal information, completing utilization reporting, and fielding daily questions regarding any carrier and vendor issues. Erin also works to coordinate communications for annual enrollments, new hire enrollment, and other communications. Erin started her career in the insurance industry ten years ago at the National Association of Insurance Commissioners (NAIC) and came to Holmes Murphy from another consulting firm where she spent the last 9 years; specializing in the public entity space. Attending Truman State University, Erin holds a BFA. Erin currently serves as the Board President for Global Montessori Academy, a private Montessori School in Prairie Village, KS.

<b>NAME AND TITLE</b>	<b>Erin Holland, Sr. Client Service Consultant</b>
<b>PROJECT ASSIGNMENT</b>	Strategy and Day-to-Day
<b>NAME OF FIRM</b>	Holmes Murphy & Associates
<b>YEARS EXPERIENCE</b>	With this firm: 1 year With other firms: 9 years
<b>EDUCATION</b>	B.F.A. Truman State University
<b>CURRENT REGISTRATIONS</b>	Life and Health Insurance License
<b>OTHER EXPERIENCE &amp; QUALIFICATIONS</b>	Erin has extensive experience working with public entities (former experience with Cities of Olathe and Lenexa as an example) and currently manages a diverse book of business in several different industries. Her present clients include Balls Food Stores, Spencer Fane, Farmers Oil Co., Inc. and Exline. Erin serves as the daily contact and works closely with clients while serving as the liaison between carrier partners to help escalate claims and coordinate renewals.

#### JESSICA DEEDS, CLIENT SERVICE CONSULTANT

Jessica Deeds joined the Holmes Murphy team in 2018. Jessica brings experience helping her customers with all aspects of their benefit programs. As a Client Service Consultant, Jessica provides client support which includes marketing of new and renewal business, gathering data for carrier renewals, preparing materials for presentations, coordinating implementation of new plans, resolving billing, enrollment, coverage, and plan issues, and resolving escalated employee benefit issues. Jessica graduated from Iowa State University with a degree in Marketing and Management. During her time at Iowa State, she interned at Holmes Murphy.

<b>NAME AND TITLE</b>	<b>Jessica Deeds, Account Manger</b>
<b>PROJECT ASSIGNMENT</b>	Day to Day
<b>NAME OF FIRM</b>	Holmes Murphy & Associates
<b>YEARS EXPERIENCE</b>	With this firm: 4 years With other firms: 5 years
<b>EDUCATION</b>	B.S. Marketing and Management, Iowa State University
<b>CURRENT REGISTRATIONS</b>	Life and Health Insurance License

<b>OTHER EXPERIENCE &amp; QUALIFICATIONS</b>	Jessica serves as the day-to-day contact for several public entity clients including Liberty Public Schools, Spring Hill School District and Blue Valley School District.
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#### **SHEA BOLLIN, BUSINESS DEVELOPMENT CONSULTANT**

Shea Bollin joined the Holmes Murphy team in 2014. He has 16 years of industry experience helping large, self-funded customers get the most out of their benefit programs. He serves as top-end support for our Client Service Consultants, primarily assisting with financial and overall strategy. Prior to Holmes Murphy, Shea spent 11 years at Lockton in various consulting and management roles. Shea's strengths include Underwriting & Financial Analysis, Self-Funded Strategies, Captives and Alternative Funding Arrangements, Stop Loss, and Mergers & Acquisitions. Shea holds a Bachelor of Science degree in Business from University of Kansas.

<b>NAME AND TITLE</b>	<b>Shea Bollin, Business Development Consultant</b>
<b>PROJECT ASSIGNMENT</b>	Support service strategy, special projects and financial aspects of health and welfare plans
<b>NAME OF FIRM</b>	Holmes Murphy & Associates
<b>YEARS EXPERIENCE</b>	With this firm: 7 With other firms: 12
<b>EDUCATION</b>	B.S. Business Administration, University of Kansas
<b>CURRENT REGISTRATIONS</b>	Life & Health Insurance License Property & Casualty Insurance License Group Benefit Associate (GBA)
<b>OTHER EXPERIENCE &amp; QUALIFICATIONS</b>	Shea serves the role of financial consultant assisting with several clients including Garmin, Spring Hill School District, Balls' Food Stores and Dimensional Innovations. Shea assists the team with overall strategy development for our clients' employee benefit programs.

EXHIBIT B  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
HOLMES MURPHY & ASSOCIATES LLC

SCOPE OF WORK

Contractor shall provide the City qualified and expert professional services including but not limited to:

- Act for the City as directed in regard to health insurance, ancillary products, vendor management and oversight.
- Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans when increases are projected or if the benefit marketplace adjusts to where a more advantageous position may be available to the City.
- Maintain a pulse on benefit modifications in the marketplace and make recommendations for supplemental and benefit components for existing benefit plans; keeping the City competitive with the private and public competitors.
- Provide the City's Human Resources Department with ad hoc and day to day assistance in the administration of health and ancillary products as needed.
- Monitor plans for benefit trends and inform the City of benefit utilization at EE levels.
- Assist in the development of long-range goals and strategies, including projections and possible savings.
- Periodic (but not less than semi-annual) written review of the City's health insurance programs and ancillary products coverage, loss data, and recommendations for modification, additional coverage/services, updating existing coverage or provide recommendations for a change in terms, conditions, limits of coverage and cost savings based on best industry practices.
- Provide detailed description of any in-house services, training and systems available to the City to ensure that customers stay compliant within regulatory standards and provide enhancements, updates on compliance or legislative requirements and guidance with implementation of requirements with the latest and most accurate information.
- Identify and compare alternative health insurance plan design, funding arrangements and implications for City regarding City cost, employee costs and administration cost for now and trends moving forward.
- Services include negotiating provider contract extensions or change and include assistance and guidance in completing all enrollment paperwork and compliance decision documents in a timely manner. Assistance with all Federal and State compliance reports.
- Provide a electronic enrollment program such as Selerix or competitive product for electronic benefit management.
- Assist with development of Requests for Proposals from qualified insurance and benefit providers who are familiar working with City governments as requested by the City on an annual or on as needed basis.
- Develops initial bid specifications to be submitted to the municipal market place for which proposals are sought.
- Health insurance vendor management, as necessary or directed, including development of requests for proposals, collection of summary of key proposal information, interaction with providers and evaluate proposals submitted by insurance providers specifying costs and ability of each provider to perform as required and their relative solvency.
- Provide detailed report of solicited policy renewal options available to the City, investigate and report back to staff all unsolicited benefit inquiries.
- Prepare and make presentations to the Mayor and City Council, Leadership and staff as requested.
- Provide financial and performance review of self-funded or fully insured plans. Determine annually the financial impact of different funding mechanisms.

- Provide update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with the City programs.
- Plan and implements quarterly meeting to present analysis of City's health programs including an analysis of claims data, administrative fees, utilization and stop loss expenses and available to provide various reports as needed (i.e. benefit changes, financial, forecasting, trend analysis and experience reports).
- Serve in an advisory capacity to the City HR leadership, employees and, as requested, insurance committee or union committees.
- Regularly monitor and evaluate performance of providers, including National Rating Standards and inform the City of measures to correct or make changes when necessary.
- Provide analysis of government or regulatory impact on the City health programs and provide information for compliance purposes.
- Act as a liaison between the City and insurance providers, on demand, and provide consultation on plan interpretation and problem resolution. Prepare legal considerations based on plan interpretation and communication talking points.
- As requested, secure legislative information or clarification of legal requirements on behalf of the City in order to educate decisionmakers on changing legislative initiatives affecting benefit management.
- Provide timely customer service and assistance to staff and retirees with explanation and selection of plans to meet their individual or family needs. When needed, assist staff and retirees with issues involving billing, claims, vendor services, changes and general troubleshooting for individuals, and determine if wider/broader system set-up issues exist.
- Act as an advocate or ombudsman in appeal, arbitration or court process between the City and the provider on unresolved issues if needed and provide advice to enforce City, employee, retiree or dependents on network changes.
- Assist the City with the negative impact or disruption of services to employees and retirees from benefit and/or provider network changes or pharmacy changes.
- Provide regular seminars for the effective administration of benefit plans and regulatory standards.
- Provide and disseminate information to staff on new or revised state and federal legislation on benefits programs.
- Review plan documents to ensure compliance with appropriate laws and regulations and discuss any plan document amendment recommendations from all sources.
- Conduct a review of continuous compliance concerns (e.g. HIPPA, VEBA, FSA, Life) including vendor process and assistance, and reviewing changes or updates to final regulations.
- Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans and establish a strategy for benefits to consider trends, prospective legislations and health practices to make long-term projections. Recommend benefit philosophy language.
- Provide annual estimates of renewal rate and cost trends to assist City staff in preparation of budget/renewal at least 12 times annually
- Review rate proposals to ensure understanding of underlying assumptions, the appropriateness and accuracy of plan document set up and instructions
- Audit contracts to accuracy of coverage, terms and conditions; monitor ongoing contracts, including third party administrators to ensure contract compliance.
- Attend open enrollment meetings, if done, and assist with communication development and support for the open enrollment period with changes to existing benefits or new benefit offering.
- Provide ideas for virtual benefit open enrollment and wellness virtual programming.
- Assist with coordination of annual Benefit Fair and Open Enrollment meetings.
- Provide ideas for virtual health fairs and employee engagement.
- Assist in the development and implementation of an employee wellness program to improve employee health and reduce health insurance costs. Track an ROI on program enhancements. Track year over year participation in the programs.

- Assist with improvement for communication to City employees and retirees to include development or distribution of brochures, pamphlets, electronic communication and other employee orientation materials and performs other related consultation services as requested or needed.
- Work with City staff to develop and evaluate an employee/retiree needs and satisfaction surveys on demand.
- Except as otherwise specified, all equipment, materials and supplies required to carry out the provisions of the contract and to perform the services described in this RFP shall be furnished by the broker and shall be fit for their purpose to the reasonable satisfaction of the City. All data obtained and provided for reporting is to be provided to the City at the conclusion of any contract.

Contractor shall work in partnership with City staff, management or committees to perform the following:

- Provide recommendations in the area of design, funding, cost and administration.
- Conduct informational meetings as necessary.
- Conduct renewal negotiations with providers and prepare a complete detailed accounting of claims, provider fees, administrative expenses and charges.
- Provide City quote on separate Rx plans that would include transparency options, if requested.
- Present information and facilitate discussions with the City Health Taskforce Committee.
- Provide general problem solving.
- Provide annual, quarterly, monthly, ad hoc reporting to include policy summaries, review of past years activities and outlook for coming years market conditions.
- Provide insurance certificates as needed on all plans.
- Assistance to the City in drafting insurance specification for contracts and agreements as requested.
- Provide other duties critical to the proper formation of health insurance plan and ancillary products.
- Assist City human resources with benefits statements, total rewards statements with detailed information of employee benefits on an annual basis, as requested.
- Recommend risk mitigation measures.
- Maintain up to date contact lists for each plan and provide to City staff.
- Provide a software such as Think HR/Momentum listing all components available and cost for each component.
- Provide a benefits enrollment platform for entry of and record of benefit elections of employees.
- Provide call center capabilities for accepting employee benefit elections, both new hire and open enrollment, listing applicable cost.
- Provide a paper and electronic benefits guide outlining the City's benefits plan listing applicable cost.
- Provide and maintain a benefits website serving as repository for the City's benefits plan information that can be accessed from any internet connection listing applicable cost.

EXHIBIT C  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
HOLMES MURPHY & ASSOCIATES LLC  
  
PROPOSAL FEES / COSTS

The City shall pay Contractor a fee equal to .75% of the City's medical premium rate, less the cost of outside services of Taben and Flipbook, and their successors.