



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

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- 

**Sustainability Impact:**

**Financial Impact:**

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="The project can be funded via the Contingency Account. A key aspect of the project is to explore whether cost savings can be achieved without decreasing employee benefits."/>
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**Attachments:**

- |  |
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| <input type="text" value="1. Purchase Order 23111"/> |
| <input type="text" value="2. Scope of Work"/>        |
| <input type="text" value="3. Contract"/>             |



**CITY OF KETCHUM**  
**PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23111**

<b>To:</b> 6024 MURRAY GROUP 2929 W NAVIGATOR DR MERIDIAN ID 83642	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/08/2023	BANCONA	BANCONA	Administration	0	

Quantity	Description	Unit Price	Total
1.00	STRATEGIC ASSESSMENT OF EMPLOYEE BE 01-4193-9930	23,000.00	23,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		23,000.00

\_\_\_\_\_ Authorized Signature



## Scope of Services

Services which can be provided by The Murray Group:

- Medical
- Prescription Drug
- Dental
- Vision
- EAP
- FSA, HSA, HRA, MSA
- Employee Survey
- Health & Wellness
- COBRA Administration
- Worksite Benefits
- Short-Term Disability
- Long-Term Disability
- Group Life Insurance
- VEBA Services
- Voluntary Life and AD&D

### 1. Strategic Benefit Planning

TMG will provide assistance and direction in developing overall program benchmarks and targets to ensure that the plan meets your objectives and those of your employees.

### 2. Benefit Design

TMG will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

### 3. Funding

By Client Request, TMG will advise and counsel regarding program funding arrangements, including: review fee proposals; recommended budget rates, employee contribution rates; retiree rates, funding projections, select and procure appropriate stop loss terms; monitor program costs against expectations. TMG will also provide an IBNR calculation when appropriate to manage the plans effectively.

### 4. Vendor Management

TMG will:

- Review vendor contracts, and negotiate terms on your behalf
- Manage vendor renewal analysis and negotiations
- Conduct market analysis and vendor selection services
- Provide implementation support for annual plan design and vendor changes
- Monitor vendor performance and servicing, make recommendations for improvements
- Monitor strength and solvency of vendors
- Provide complete contract reviews

### 5. Administration

TMG will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between you and a third-party administrator, or other vendor, if needed.

### 6. Cost Containment

Advice and assistance in the implementation of cost containment activities established within the plan, and evaluation of the success of these efforts with particular analysis of:

- Discount networks
- Review of vendors who provide cost containment activities
- Plan modifications
- Plan design
- Direct contracting



## Consulting Agreement

**THIS AGREEMENT is entered into by Murray Group, Inc., (“Consultant”) and The City of Ketchum (“Client”) effective as of [date].**

1. Murray Group agrees to provide consulting services including strategic benefit planning and support for Client’s Health and Welfare Employee Benefits program.
2. **Protected Health Information:** Murray Group agrees to ensure that any information obtained by the carriers is used and maintained only in a manner permissible by HIPAA and Idaho law. Murray Group agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Murray Group involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.
3. **Consulting Fee and Payment Terms:**  
Client agrees to pay Murray Group a fee of: **\$25 per employee enrolled in the health plan per month plus any ancillary commissions.**

At its election, Client will pay the consulting fee to: *(select one)*

- Client’s carrier, which fee will be embedded in the regular payment Client makes to the carrier, and then paid by the carrier to Murray Group.
  - Murray Group within 30 days of Client’s receipt of a monthly invoice.
4. **Additional Compensation:** Client shall pay Murray Group no compensation for consulting services except as otherwise set forth in Section 3 above. Some insurance carriers have instituted programs under which they pay compensation to consulting firms such as ours when a certain threshold number of enrollees in our clients’ plans that are insured by those carriers is reached. Though Murray Group does not control the criteria for meeting these thresholds, nor do we control the amount of the compensation, our firm may nonetheless become eligible for such a program. Any compensation Murray Group may be eligible for under such programs could be affected by Client’s choice to insure or not insure its health plan with one of these carriers. Murray Group’s eligibility for such compensation will affect neither the scope of services, nor the consulting fee Client pays to Murray Group under this Agreement.
  5. **Term:** The term of this Agreement shall commence on **[date]** and shall remain in full force and effect for twelve (12) months. The Agreement shall automatically renew for successive twelve-month terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then current term.
  6. **Termination:** Either party may terminate this Agreement for cause upon giving the other party ninety (90) days’ written notice specifying the reason for such termination.



7. **Personnel:** Murray Group will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Murray Group retains the right to substitute personnel with reasonable cause.
8. **Fiduciary Responsibility:** Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

**The City of Ketchum**

Signed:

Date:

Name:

**Murray Group, Inc.**

Signed:

Date:

Name:



#### 7. Underwriting and Actuarial Services

Our in-house underwriter will provide services to effectively manage the benefit plans and satisfy your requirements. If needed, additional actuarial services will be contracted.

#### 8. Data Analysis

Upon receipt of acceptable claims data, TMG will provide you with:

- A summary health plan management report analyzing health care claims paid during the previous [twelve to thirty-six-month period];
- An online claims analysis tool that allows Ad Hoc Analysis (drill down) and further analysis of claims data; and an online plan modeling tool that evaluates the impact of plan design changes before they are implemented.

Your TMG consulting team will analyze health care claims data and provide Internet-based data analysis tools on a quarterly and annual basis.

#### 9. Financial Dashboards

TMG will provide financial dashboards that include membership, funding, administrative expenses, claims expenses and large claim analysis, upon receipt of acceptable claims data.

#### 10. Claims Reporting

TMG will provide ad hoc analysis and reporting as needed to effectively manage the benefit plans which will be a combination of our data reports and your vendor reports, upon receipt of acceptable claims data.

#### 11. Day-to-Day Administrative Issues

The TMG team will provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by your employees and administration.

#### 12. Communication

TMG will draft employee communications regarding benefit program performance and changes, including implementation of a branded website for information dissemination and production of enrollment video, and assist in the review of plan documents and insurance certificates during the planning and enrollment process. We will be available for employee presentation meetings as requested.

#### 13. Benchmark Reporting

TMG will provide benchmark reports that include data from over 44,000 employers and 74,000 plans nationwide with comparisons by industry, region, organization revenue, organization type, and number of employees.

#### 14. Compliance Tools & Legislative Information

TMG will provide compliance, consulting, guidance, informational materials on legislative developments impacting employee benefit plans. This will include guidance on topics such as FMLA, ERISA, COBRA, HIPAA, PPACA and Section 125. TMG will also make available, when appropriate, our attorney on regulatory issues related to benefits and employment law. We will also make our ERISA attorney available for training with your staff.

#### 15. Retiree Management

TMG will provide consultation, meetings, and communications for all under-65 and over-65 retirees concerning their health insurance benefits. Your TMG consulting team will include a dedicated Retiree Specialist to facilitate all questions related to your retirees.



### 16. ACA Tools

TMG will provide a suite of tools including 6055/6056 reporting (1095/1095c forms), Pay or Play calculators, full-time equivalent employee tracking, Cadillac Tax calculators, and other compliance tools.

### 17. Stewardship Report

TMG will develop and implement a detailed account stewardship plan, which will include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for the TMG team relating to your programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements; and
- Summary review of services provided by TMG.

### 18. Meetings with Your Team and Vendors

Your Murray Group team will be available for any meeting to effectively manage and assist with your benefits program. Services will include attendance at and facilitation of regular meetings with your team and with vendors as needed to facilitate program management, including day-to-day operations and planning program changes. All travel expenses incurred to effectively manage the plan appropriately are included in our fee with no additional charge.

### 19. Health & Wellness Consulting

TMG will provide guidance in the creation of a strategic health & wellness roadmap which will include an annual operating plan. We will provide you with resources to accomplish goals along the roadmap. Some of those resources are, but not limited to: employee wellness survey, data analysis, and custom communication to your employees.

### 20. HR Consulting Services

TMG will provide: (upon client's request)

- In person HR training;
- Employee survey regarding engagement, satisfaction, and benefits;
- Templates and consultation on employee handbooks, policies, procedures, and related HR forms and notices, and review of existing materials as reasonably requested;
- Your TMG consulting team will manage reasonable in-person, email, and phone access to our employment law and ERISA attorney for consultation on HR and benefits matters as they arise.