



**City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214**

**Willis of Wisconsin, Inc.
2323 N. Mayfair Rd.
Milwaukee, WI 53226**

TERMS OF BUSINESS AGREEMENT – EMPLOYEE BENEFITS ACCOUNTS

The purpose of this document is to record our mutual understanding regarding our professional relationship and the services with which we have agreed to provide you.

City of West Allis and Willis of Wisconsin, Inc. (“WILLIS” and/or “our” and/or “we” and/or “us”) agree as follows:

I. Services and Responsibilities

Subject to all other terms and conditions of this Agreement, WILLIS shall provide the Services identified in Schedule A.

We are committed to acting in your best interests at all times in providing services to you. In order to underscore our commitment to our clients, we have adopted a Client Bill of Rights, a copy of which has been previously provided to you to better explain our commitment to you.

The services we will provide to you rely in part on the facts, information and direction provided by you or your authorized representatives. The parties agree to provide each other with accurate and timely facts, information and direction as is reasonably required.

You agree to render complete and accurate information to WILLIS as to your loss experience and any other information reasonably requested by WILLIS. You also agree to advise WILLIS of any changes in your business operations that may affect the Services to be performed by WILLIS hereunder.

Willis

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our factual analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

You understand and agree that you shall make final decisions with respect to underwriting submissions and all matters relating to your insurance coverage and employee benefits program. We will procure the insurance coverage and services chosen by you, assist in confirming coverage, and review and transmit policies to you.

We will review all policies and endorsements delivered to us by insurers or intermediaries for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of errors in or recommended changes to such policies. You agree that you will also review all policies and endorsements delivered to you and advise us of any questions you have or of any document or provision that you discover which you believe may not be in accordance with your instructions.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage or other pertinent information and assist you in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as employee benefits professionals, we do not provide legal or tax advice. We encourage you to seek any such advice you need or want from competent legal or tax professionals.

II. Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential, will use it only in performing services for you and, in doing so, will comply with all applicable state or federal privacy laws. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required

Willis

to comply with applicable laws or regulations or the order of any court or tribunal. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may, however, disclose this information to the extent required to comply with applicable laws or regulations of the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

In the event that you or any of the benefit plans you sponsor need to enter into business associate agreements with Willis in order to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the “Standards for Privacy of Individually Identifiable Health Information,” codified at 45 C.F.R. parts 160 and 164), or any other similar law, you agree to execute, or to arrange for the plans to execute business associate agreements similar in form and substance to Exhibit A to this Agreement

III. Compensation /Conflicts of Interest

3 Year Fee: Calendar year 2013: \$44,100 (no increase from 2012)

Calendar year 2014: \$45,000 (2% increase)

Calendar year 2015: \$46,000 (2% increase)

Payments will be billed quarterly

Your Willis Client Bill of Rights includes a promise that we will disclose to you all compensation received by the Willis Group of companies (“Willis”) in connection with your insurance placement. We are also required to obtain your consent to our compensation prior to effectuating the coverage. In that regard, please note that unless you instruct us otherwise, your selection of coverage and/or payment of the premium related to your insurance placement will



be deemed your signed, written consent to the compensation disclosed during the quotation process or as outlined in the documentation provided by the carrier.

Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new clients or business generated after the October 1, 2008 acquisition. The standard profit commission, or commission uplift due to conversion of a contingent contract to an upfront commission schedule, will customarily range from 1% to 5% of the premium amount of the eligible placement. The additional commission will not impact your premium or rates.

Our Fee or the commissions we are entitled to receive may be revised if you request a change in the Coverages and/or Services during the Term of this agreement and we enter into a written agreement documenting any change in Coverages, Services and compensation.

If wholesalers, excess and surplus lines brokers, underwriting managers, or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, we will also disclose the rate or amount of the commissions they will earn before you purchase the coverage. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

You may choose to use a third party administrator, utilization review company or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. If you elect to use a service provider from which we or our corporate parents, subsidiaries or affiliates will receive any compensation directly or indirectly relating to the services you purchase from the provider, we will disclose additional information regarding that compensation to you before you make a final decision to use the service provider.

Willis

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. Notwithstanding any possible conflict which might exist, we will act in your best interests at all times in providing services to you. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and will provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

Prices on the services specified herein are exclusive of all federal, state, and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges. Any such taxes or charges upon the services provided hereunder, now imposed or hereafter becoming effective during the Term of this agreement, shall be added to the price herein provided and paid by you unless, in lieu thereof, you provide us with a valid tax exemption certificate acceptable to us.

Similarly, we reserve the right to pass through to you any mutually agreed reasonable costs related to the printing of your employee communications material, WillisMed data scrubbing, or other out-of-pocket expenses.

IV. Premium/Handling of Funds

You agree to pay premiums and other money that is contractually owed to third parties directly to the insurers or other service providers by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage and services by the insurer and service provider.

V. Term/Termination

Either party may terminate this Agreement at any time by giving the other party sixty (60) days advance written notice of termination, with such termination to be effective immediately upon the expiration of the sixty (60) day notice period.

Either party may terminate this Agreement for material breach of the Agreement by giving the other party at least thirty (30) days advance written notice of termination specifying the nature and substance of the breach or breaches. Unless the other party remedies the breach or breaches within the notice period, or makes reasonable progress toward remedying the breach or breaches if complete remedy is not reasonably possible within the notice period, the Agreement shall automatically terminate at the end of the notice period.

Our obligation to render the Services under this agreement ceases at the end of the Term or on termination of the Agreement, whichever is sooner. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker which you designate. Claims and premium or other issues may arise after our relationship ends. Such items are normally handled by the insurance broker or consultant serving you at the time the claim or other issue arises. However, we are willing to consider providing services in these areas after the Term or termination of this Agreement for mutually agreed additional compensation.

VI. Other Provisions

During the Term of this Agreement and for a reasonable period thereafter, you may audit the records and accounts of WILLIS related to this Agreement, at your expense. You agree to give us reasonable advance written notice of any audit and to conduct the audit during normal business hours in a manner which is not unduly disruptive to our ongoing business.

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including

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the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

This agreement supersedes any and all prior agreements between us regarding the insurance coverages and services set forth on Schedule A.

This Agreement shall be governed by and construed in accordance with the laws of the state in which our office is located and any dispute shall be resolved in the appropriate state or federal courts in such jurisdiction.

VII. Inquiries and Complaints

Thank you for choosing Willis as your professional insurance service provider. Your satisfaction is important to us. If you have complaints, please inform the person who handles your account. Alternatively, you may contact the head of our office. In the alternative, you may call 1-866-704-5115, the nationwide toll-free number which Willis has established for client feedback and complaints.

City of West Allis

Willis of Wisconsin, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

The Willis logo is displayed in white, serif font on a dark rectangular background. The background of the entire page is a grayscale photograph of a building facade with a grid of windows and a railing in the foreground.

Willis

City of West Allis

Scope of Services Overview

SCOPE OF SERVICES – SCHEDULE A

STRATEGY DEVELOPMENT	PROPOSED FEES
<p>ANALYSIS</p> <ul style="list-style-type: none"> ■ Conduct annual strategy session to understand major business objectives and how these impact human capital needs and associated Total Rewards projects ■ Evaluate company indicators in conjunction with annual strategic planning and tools as appropriate. May include the following: <ul style="list-style-type: none"> ○ Periodic review of employee demographics ○ Assist in the development of an employee survey, conduct survey and provide an executive summary detailing results ○ Discuss relevant benchmarking data ■ Discuss effectiveness of current communication strategy for business objectives, wellness programs, benefits education / enrollment and any culture change initiatives 	Included in Fee
<p>DEFINE OBJECTIVES</p> <ul style="list-style-type: none"> ■ Provide recommendations for establishing and prioritizing health and welfare plan objectives based on business goals ■ Communicate opportunities to assist with Total Rewards projects ■ Provide recommendations for enhanced efficiency and effectiveness related to Total Rewards programs ■ Propose communication alternatives that align with business objectives, company culture and employee communication styles 	Included in Fee
<p>ORGANIZE FOR ACTION AND EXECUTE</p> <ul style="list-style-type: none"> ■ Develop Client Service Plan to reflect agreed projects, to include assigned accountabilities and timeframes ■ Assemble appropriate local and national resources for projects identified ■ Determine communication standards amongst team members and structures for fulfilling on project timelines 	Included in Fee

CORE BROKERAGE / CONSULTING	PROPOSED FEES
<p>ACCOUNT MANAGEMENT</p> <ul style="list-style-type: none"> ■ Facilitate productive direct relationships with all carriers/vendors by establishing regularly scheduled forums to help ensure carrier and vendor accountability in resolving issues with you promptly ■ Establish and assist you in monitoring carrier/vendor service and performance standards to the extent requested ■ Assist in the smooth resolution of elevated service issues ■ Act as an employee/employer advocate in the resolution of escalated claims issues ■ Identify and monitor potential catastrophic claims and work with case management to understand possible impact of large claims on plan performance 	Included in Fee

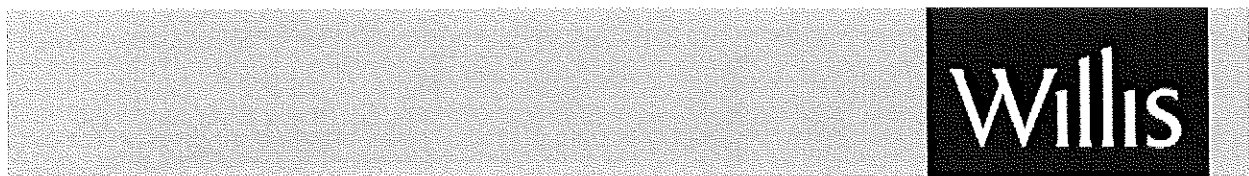


<ul style="list-style-type: none"> ■ Maintain Willis customized client portals that include Willis deliverables and content tools. 	
<p>FINANCIAL ANALYSIS AND DATA ANALYTICS</p> <ul style="list-style-type: none"> ■ Provide Dashboard Reporting on a scheduled basis to include: <ul style="list-style-type: none"> ○ Paid claims by month and plan – Actual vs. Projected ○ Summary of large claims activity ○ Preliminary renewal projections ■ Assess current funding arrangements for appropriateness and make recommendations as needed ■ Evaluate structure and performance of stop loss coverage and recommend alternatives as appropriate ■ Provide WillisMed reporting, which includes utilization data for self-funded clients to support decisions around plan design changes, wellness initiatives, and communication strategies. In addition, the tool measures the risk burden and the effectiveness of disease management programs. 	Included in Fee
<p>RENEWAL AND UNDERWRITING SERVICES</p> <ul style="list-style-type: none"> ■ Conduct pre-renewal strategy discussion to determine specific goals, budget and needs to be achieved out of renewal negotiations ■ Review vendor renewal methodology, experience data, and assumptions against trend analysis for accuracy and logic ■ Perform renewal trend analysis from available diagnostic and normative data ■ Help negotiate renewals with vendors based on underwriting norms, trend analysis, and market leverage ■ Develop and present alternative plan options with associated financial and member impact analysis, as necessary to meet business objectives ■ Finalize benefit program design, rates, and fees (our work is administrative in nature and you retain full and final decision-making authority and discretion with respect to all plan issues) ■ Provide contribution modeling (employee/employer) based on enrollment and financial targets 	Included in Fee
<p>PLACEMENT</p> <ul style="list-style-type: none"> ■ Market plan coverages as determined during the pre-renewal strategy discussion ■ Provide recommendations on vendors best suited to meet plan goals and objectives (you make all decisions with respect to which vendors to retain) ■ Evaluate carrier client support services and financial strength ratings ■ Provide comparison of plan features and costs ■ Assist in the scheduling of selected finalist site visits ■ Assist you in negotiating with carriers / vendors ■ Provide notification to all bidders as to the final outcome ■ Review current electronic data transfer processes with vendors as appropriate 	Included in Fee



<p>ANNUAL ENROLLMENT</p> <ul style="list-style-type: none"> ■ Assist in planning employee meetings, round tables, and health seminars and facilitate vendor / carrier participation ■ Assist with the creation of a communication strategy ■ Introduce technology solutions for communications and enrollment, such as text messaging and self-running audio/visual presentations, as appropriate ■ Coordinate vendor-sponsored communication material, as appropriate ■ Design and implement customized benefits communication portal, if needed 	<p>Included in Fee</p>
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REGULATORY AND COMPLIANCE - NLRG	PROPOSED FEE
<p>NATIONAL LEGAL RESEARCH GROUP (NLRG)</p> <p>Your client service team will have access to Willis' NLRG team. NLRG is a group of employee benefit experts that is comprised of specialized benefits attorneys and paraprofessionals with prior experience advising employers in the areas of ERISA, the Internal Revenue Code, and other laws affecting employee benefit plans and their application to employer plans, including HIPAA, COBRA, FMLA, FLSA, PHSA, etc. Services include:</p> <ul style="list-style-type: none"> ■ Consulting advice ■ Regulatory and compliance updates via publications - news flashes, alerts, newsletters ■ Comprehensive Online Compliance Manual with editable forms ■ Expert speakers for webcast trainings, local seminars / training and industry conferences <p>Please note that Willis is not a law firm and cannot provide you with any legal advice. NLRG is comprised of individuals with specialized employee benefits experience, including several licensed attorneys and several paraprofessionals; however, they are not acting as your attorneys. They do provide your client service team with up-to-date information and research on employee benefits matters. If you desire legal advice, or if your specific situation requires it, you should consult with attorneys of your own choosing.</p>	<p>Included in Fee</p>
<p>COMPLIANCE EXCELLENCE REVIEW</p> <p>After completing a web-based questionnaire with over 100 questions, across 4 sections, we generate a comprehensive report, with applicable solutions and resources for change. Areas covered include: ERISA, Cafeteria Plans, Group Health Plan Mandates and COBRA</p>	<p>Included in Fee</p>
<p>COORDINATE PLAN AND SPD REVIEW AND DRAFTING</p>	<p>Project Based Fees</p>

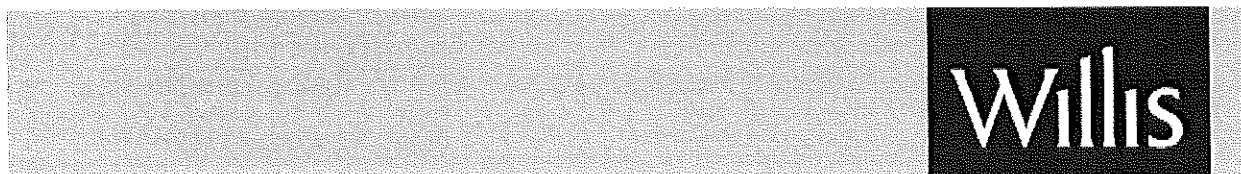


HUMAN RESOURCES CONSULTING - HR PARTNER	PROPOSED FEE
<p>HR PARTNER CONSULTANTS HR Partner Consultants develop and maintain tools that add value beyond benefits, and keep you aligned with HR best practice and trends.</p> <p>Core deliverables cover essential HR related issues including: compensation, performance management, employee engagement, Total Rewards, paid and unpaid time off, FMLA, and training and development.</p>	<p>Guidance and access to best in class samples, tools and resources. Included in Fee</p>
<p>HR EXCELLENCE REVIEW After completing a web-based questionnaire covering 11 areas of HR responsibility, we generate a comprehensive report, with applicable solutions and resources for change. Areas covered include: Strategic HR Initiatives, Recruitment and Selection Practices, Workplaces Practices and Administration, Recordkeeping Practices, Family Medical Leave Compliance and Administration, Employee Engagement and Total Rewards Strategy, Performance Management Procedures, Career Development Initiatives, Training Programs and Practices, Compensation Administration and Employee Terminations Procedures.</p>	<p>Included in Fee</p>
<p>EMPLOYER GUIDES AND TOOLS Comprehensive guides that highlight best practices, recommendations, benchmarking, and step-by-step guidance. Includes supplemental tools for program development, implementation and evaluation.</p>	<p>Included in Fee</p>
<p>MARKET READY REPORTS Our Market Ready Reports are compiled using 17 reputable survey sources and summarize market base pay and total cash compensation at the 25th, 50th, and 75th percentiles for over 500 intermediate-level benchmark jobs.</p>	<p>Included in Fee</p>
<p>SEARCH WILLIS Provides the advice and answers you need to complete your human resources tasks faster and easier, with 24/7 access to Search Willis, where you will find:</p> <ul style="list-style-type: none"> ■ State and Federal Employment legal information ■ State HR Law Comparison Chart ■ Hundreds of time saving HR tools, such as checklists, forms, letters, calculators, etc. ■ An extensive library of pre-written, ready-to-use documents which can be customized by you to create HR policies and handbooks in minutes ■ Job Description Manager, where you will find more than 2,400 pre-written job descriptions ■ Everything you need to conduct employee or manager training on important workplace topics ■ Training toolkits include: PowerPoint training presentations with trainer notes, handouts, activities, quizzes and professional recorded trainings 	<p>Included in Fee</p>



Use the Ask the Expert feature, which allows you to e-mail questions to our HR experts and receive an answer back within one business day.	
WILLIS TRAINING SOLUTIONS Willis Training Solutions includes over 100 web based courses and a learning management system to assign and track trainings.	\$10 PEPC

MEDIA AND COMMUNICATION – COMMUNICATION PRACTICE	PROPOSED FEE
<p>COMMUNICATION SPECIALISTS</p> <p>The Communication and Media team provides core deliverables to:</p> <ul style="list-style-type: none"> ■ Provide guidance on delivering a comprehensive communication strategy to tell your organization’s specific story ■ Tackle a wide range of topics which may include enrollment, CDHP, wellness, general education and change communications ■ Offer options including benefit guides, posters, wallet cards, envelopes and innovative solutions (non-English speaking materials available) ■ Develop annual enrollment benefits communication (Open Enrollment and New Hire) to educate and engage employees on benefit plans and options 	Project Based Fees
<p>CREATIVE SOLUTION: BYDESIGN</p> <p>ByDesign solutions are a semi-custom approach to your project providing turn-key branding for a unified campaign. A wide range of materials are available to address your enrollment, wellness, or general education campaigns.</p>	Creative Fees Printing Fees Postage/Shipping/ Fulfillment Cost
<p>CREATIVE SOLUTION: HANDCRAFTED</p> <p>A fully customized creative approach designed and developed by our Communication Specialists and offer custom graphics, layout and design. HandCrafted solutions allow companies the ability to adhere to their organization’s identity standards and protocols, or develop a unique presentation for engaging benefit communications.</p>	Creative Fees Design Fees Printing Fees Postage/Shipping/ Fulfillment Cost
<p>COMMUNICATIONS EXCELLENCE REVIEW</p> <p>After completing a web-based questionnaire, we generate a comprehensive report, with applicable solutions and resources for change. Areas covered include: Measuring your Communication, Delivering Communications, Legally Required Communication and Communication/Plan Implementation.</p>	Included in Fee
<p>COMMUNICATIONS LIBRARY</p> <p>Communications templates are available, including documents for Open Enrollment (Benefit Guide, Employee Presentation, Enrollment Announcement, Common Enrollment Forms, etc.), Health Calendars, Wellness Newsletters, relevant education topics, a rich library of health and wellness materials, as well as implementation tools.</p>	Included in Fee



TOTAL COMPENSATION STATEMENTS Benefits Statements customized for each employee to show the total value of employer-provided benefits.	Project Based Fees
TEXT MESSAGING CAMPAIGN Remind your employees about upcoming open enrollment dates, wellness events, or send a special message regarding their benefits.	1 Text Messaging Campaign per year
ADOBE PRESENTER Online self-running presentations with audio.	1 Presentation up to 20-slides included per year
ELECTRONIC MEDIA DEVELOPMENT Review and implement multi-media options appropriate for your organization.	Project Based Fees

WELLNESS CONSULTING	PROPOSED FEE
WELLNESS CONSULTANTS Consultative services provided by an experienced Wellness Consultant to assist with strategic planning, vendor selection, and general wellness program guidance. Services include: <ul style="list-style-type: none"> ■ Wellness consulting and advice for new or existing program development ■ Webinars ■ Market assessment and assistance with wellness vendor selection/recommendation ■ Provide templates, toolkits and guides ■ Assist with business plan creation, selection of goals and objectives, creating a budget ■ Introduce turnkey wellness programs ■ Review utilization data to determine appropriate wellness program design ■ Conduct annual Health and Productivity Survey and publish results for client benchmarking 	Included in Fee
HEALTH AND PRODUCTIVITY EXCELLENCE REVIEW After completing a web-based questionnaire with over 40 questions and 6 sections, we generate a comprehensive report, with applicable solutions and resources for change. Areas covered include: Resource Investment, Leadership Support, Formal Strategy, Programs and Interventions, Engagement and Evaluation.	Included in Fee

