



**City of West Allis**  
7525 West Greenfield Avenue  
West Allis, WI 53214

**Willis of Wisconsin, Inc.**  
400 N. Executive Drive, Suite 300  
Brookfield, WI 53005

## **FEE AGREEMENT – HUMAN CAPITAL ACCOUNTS**

This document records our mutual understanding regarding our professional relationship and the services we will provide to you.

The City of West Allis and Willis of Wisconsin, Inc. agree as follows:

### **1.0 Services and Responsibilities**

1.1 Subject to all other terms and conditions of this Agreement, Willis shall provide the Services identified in Appendix A.

1.2 We are committed to acting in your best interests at all times in providing services to you.

1.3 The services we provide to you rely in significant part on the facts, information, and direction provided by you or your authorized representatives. Accordingly, you must provide us with complete and accurate information regarding your loss experience, risk exposures, changes in the analysis or scope of your risk exposures, and any other information reasonably required or requested by us or insurers. It is important to advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of coverage or pay a claim, must be disclosed. Failure to fully disclose such information might allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis is not responsible for any consequences arising from any delayed, inaccurate or incomplete information.

1.4 At the time of binding, we review 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 analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

1.5 You will make all final decisions relating to your insurance coverages, risk management, and loss control needs. We will procure the insurance coverage chosen by you, including the limits you choose. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions. We will advise you of any errors in, or recommended changes to, such documents. You agree to also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions.

Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements.

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

## **2.0 Confidentiality**

2.1 We treat information you provide us in the course of our professional relationship as confidential and use it only in performing services for you. We may share this information with third parties to provide the services to you. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. By providing us with data, you represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner. We have implemented and maintain commercially reasonable and appropriate security measures to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request. However, we will 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 disclose this information to the extent required to comply with applicable laws or regulations or 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.

2.2 This Section intentionally left blank.

2.3 In the event that you or any of the benefit plans you sponsor need to enter into business associate agreements with Willis 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 work with Willis to execute an agreement in compliance with these requirements.

## **3.0 Compensation and Disclosure**

3.1 Fee: 1/1/16 through 12/31/16 - \$46,000

This Fee is in addition to the premium paid for the insurance policies we procure on your behalf. If we receive any commissions for the Coverages purchased by you through us as your insurance brokers we will offset such commissions against the Fee to the fullest extent permitted by law. The premium is payable in quarterly installments commencing the 1st day of January, 2016. We will account to you quarterly during the term of the Agreement and at the termination of the Agreement for all commissions received during the preceding quarter and shall adjust the amount of the Fee owing as required.

3.2 If Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

3.3 Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time.

3.4 Willis is an insurance producer licensed to do business worldwide, including in all 50 states and the District of Columbia. Insurance producers are authorized by their license to work with insurance purchasers and discuss the benefits and terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of an insurance producer in any particular transaction involves one or more of these activities.

3.5 The compensation that will be paid to Willis will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select and will be in addition to the Fee. In some cases, other factors such as the volume of business Willis provides to the insurer or the profitability of insurance contracts Willis provides to the insurer also may affect compensation. Willis may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price you pay for your policies is not affected whether Willis accepts contingent payments or not. If you prefer that we not accept contingent compensation related to your policy, we will request that your insurer(s) exclude your business from their contingent payment calculations.

3.6 Upon request, Willis will provide you with additional information about the compensation Willis expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

3.7 You may use a third party administrator, utilization review firm 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.

3.8 Willis may place your insurance with members of a panel of insurers. Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process or for additional reporting.

3.9 Some of our corporate parents, subsidiaries or affiliates are reinsurance brokers that provide reinsurance brokerage services to their insurance carrier clients. Their clients compensate them for those reinsurance brokerage services. Some of their insurance carrier clients may happen to be insurance carriers with whom we place your insurance coverages. The services we provide you and the reinsurance services our reinsurance affiliates provide their clients are separate and any compensation they may earn for the services they provide their clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.

3.10 As an insurance intermediary, we normally act for you. However, for some insurance products, we or our corporate parents, subsidiaries or affiliates may provide services to insurers. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis in connection with the placement of the insurance coverage.

3.11 Subsidiaries of Willis North America Inc. are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

3.12 The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. 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.

3.13 Our compensation for the services does not include federal, state and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. You are responsible for paying any such taxes or charges (except for taxes imposed on the net income of Willis) now imposed or becoming effective during the Term. In addition to the premium and our compensation, Willis may invoice you for any federal, state and local sales, use, excise or other similar taxes, unless you provide us with a valid tax exemption acceptable to us.

3.14 We reserve the right to pass through to you any mutually agreed reasonable costs related to the printing of your employee communications material or other out-of-pocket expenses.

## **4.0 Premium/Handling of Funds**

4.1 You will provide immediately available funds for payment of premiums 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 by the insurer. We are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.

4.2 In certain instances and where explicitly agreed upon in advance, Willis may collect insurance premium from you and remit the premium to the appropriate insurance company or intermediary. In doing so, we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you.

4.3 The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. FATCA only applies if you are a U.S. company or individual or a non-U.S. company paying premium through a U.S. insurance broker to a non-U.S. insurer. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S. - sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.

## 5.0 Term and Termination

5.1 The fee is earned in accordance with completion of work associated with the phases of services as set forth in Appendix A. The value of each phase of service as a percentage of the fee is as follows:

Strategic Planning	15%	Earned in equal monthly installments prior to the benefit plan effective date
Program Renewal / Placement Process	35%	Earned in equal monthly installments prior to the benefit plan effective date
Ongoing Service and Resources	50%	Earned in 12 equal monthly installments

The client will be billed for all services rendered for which the fee was earned as of the termination date.

5.2 The initial term of this Agreement shall be from January 1, 2016 to December 31, 2016. Thereafter, this Agreement shall automatically renew for successive renewal terms under the same terms and conditions as the initial term unless either party provides the other with written notice of nonrenewal at least sixty (60) days prior to the end of the initial term or of any renewal term. (The initial term and any subsequent term shall be referred to in this Agreement collectively as the “Term”.)

5.3 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 will consider providing services in these areas after the Term or termination of this Agreement for mutually agreed additional compensation.

## 6.0 Other Provisions

6.1 We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

6.2 In certain circumstances, the United States and other countries prohibit or restrict companies from conducting business in certain jurisdictions or with certain individuals or entities and can fine or otherwise penalize companies who conduct such business. The way these sanctions programs may affect a given insurance transaction depends on a number of

complex factors including your ownership structure, control, location, and the nationality of your employees. We cannot advise you or insurers on the applicability of sanctions programs nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should seek legal advice on the potential applicability of sanctions as you deem appropriate. We will comply with all applicable sanctions programs and, where required by law, may take certain actions, including freezing funds held on behalf of parties and individuals covered by applicable sanctions.

6.3 Willis owns and retains all right, title, and interest in and to the following Willis Property: (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. We expressly reserve all rights in the Willis Property.

6.4 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.

6.5 We agree to communicate with each other from time to time by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, to employ reasonable virus checking procedures on our computer systems, and to check all electronic communications received for viruses. You will also check 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 is deemed the definitive record of electronic communications and documentation.

6.6 Please note that our system blocks certain file extensions for security reasons, including, but not limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

6.7 The Section headings in this Agreement are for convenience only and are not intended to define or limit the scope of the contents of such paragraphs. This Agreement may be executed in its original version or in any copy, counterpart, or other duplicate.

6.8 This Agreement supersedes any and all prior agreements between us regarding the insurance coverages and the services provided.

# Willis

6.9 The provisions of this agreement are severable and, in the event any provision or portion of any provision is construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

6.10 This Agreement is governed by and construed in accordance with the laws of the state of Wisconsin and any dispute shall be resolved in the appropriate court of such state or in any federal court with proper jurisdiction thereof.

## 7.0 Questions

7.1 If you have questions, please inform your Willis representative or call the head of our office. You may also call 1-866-704-5115, the toll-free number which Willis has established for client feedback.

**City of West Allis**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Willis of Wisconsin, Inc.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## APPENDIX A

# Scope of Services

### Brokerage and Consulting Services

As your benefits advisor, we work to help you establish a comprehensive strategy for your programs. Once a strategy is determined, we develop a detailed action plan to assist with your needs. Along the way, we continually review performance to ensure your organization's goals are met. While all decisions regarding your benefit programs remain up to you, you can expect Willis to support your organization with the following activities, where appropriate:

### Financial and Data Analytics

- Provide a monthly Dashboard Report, to include paid claims by month and plan, a summary of large claims activity, and preliminary renewal projections (*provided experience reporting is available from carrier*)
- Provide tools to help you assess current funding arrangements for appropriateness

### Strategy Development

- Facilitate an annual planning session to assist in the creation of a human capital strategy:
  - Assist you in identifying the strengths, weaknesses, opportunities and threats in your current plan designs and program offerings
  - Evaluate workforce demographics
  - Evaluate current programs against specific competitive benchmark data
  - Present information on current trends in plan design and market conditions
  - Interview members of senior management to gather attitudes about the role of employee benefits in the organization and the current state of benefits programs
- Provide recommendations for establishing and prioritizing objectives aligned to organizational goals
- Create and deliver a **Client Service Plan** to reflect agreed projects, to include assigned accountabilities and timeframes

### Renewal and Placement

- Conduct a "Pre-Renewal Strategy Meeting" to determine specific goals, budget and needs to be achieved from renewal negotiations
- Review renewal methodology, experience data, and assumptions against trend analysis for accuracy and logic

- Negotiate renewals with existing incumbent carriers
- Develop RFP and market plan coverages as determined during the pre-renewal strategy discussion
- Summarize and analyze each carrier quote. Comparative analysis may include: pricing, terms, conditions, RFP / RFI responses, network access, discount analysis and plan design.
- Evaluate structure and performance of stop loss coverage, recommending alternatives as appropriate for consideration
- Evaluate existing and potential carriers, including their capabilities and support services
- Schedule and facilitate selected carrier and vendor finalist interviews and site visits, as appropriate
- Provide recommendations on vendors best suited to meet plan goals and objectives (the client makes all decisions regarding the vendors they retain)
- Assist in establishing appropriate carrier/vendor performance guarantees with monetary penalties, if requested
- When requested, provide a non-legal review of terms you agree upon with benefits vendors, to help ensure the agreement meets your benefits needs

## Implementation and Enrollment

- Review current vendor electronic data transfer process functionality, as appropriate
- Finalize benefit program design and rates, including COBRA and fees (our work is administrative in nature and client retains full decision-making authority and discretion with respect to all plan issues)
- Assist in implementation with multiple organizational departments (HR, IT, Finance, etc.) to ensure timelines are met, systems are set-up correctly, and data transfer is operational
- Evaluate current communication strategy and develop an appropriate strategy for ongoing communication, taking into consideration business needs, goals and budget requirements
- Help coordinate vendor-sponsored communication material, as appropriate
- Assist in planning employee open enrollment meetings, including carrier participation
- Assist in the planning and coordination of a health seminar/vendor fair
- Provide train-the-trainer sessions for conducting annual enrollment meetings

## Account Management

- Provide ongoing service and response to inquiries from HR and the Benefits team, with regards to day-to-day administration of benefit program matters, consultation on policy coverages, etc.
- Facilitate processes related to changes in coverage, including notifying insureds of changes in coverage, obtaining approvals, confirming acceptance of client, etc.
- Provide up-to-date status of all outstanding items and activities
- Act as an employee/employer advocate in the resolution of escalated service and/or claims issues when requested to do so and properly authorized
- Keep the organization informed of trends that may impact their benefit programs
- Organize and facilitate meetings, including carrier reviews, financial reporting, and vendor meetings

- Assist you in identifying and monitoring potentially catastrophic claims and work with case management to understand possible impact of large claims on plan performance

## Subject Matter Expertise

Our Subject Matter Experts support our clients by providing solutions to address human capital risk. We are configured to deliver these solutions in a client centric environment.

Willis Subject Matter Experts are located throughout the United States, specializing in the following areas:

- Compliance (NLRG)\*
- HR Consulting (HR Partner)
- Health Outcomes
- Communication
- Reporting and Analytics

## Updates and Education

A key component of the Subject Matter Expert role is to stay abreast of the latest trends and issues that impact organizations today. As a Willis client, you are eligible to receive the latest information through:

- HRFocus
- Alerts
- Seminars
- Client Workshops
- Educational Webcasts
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## Gap Assessments

As part of our Gap Assessment process, clients can complete a set of discovery questions and receive a comprehensive report that includes recommendations for change. Based on the specific review you complete, our Subject Matter Experts will analyze your results and discuss appropriate action steps in one or more of the following areas:

### HR Gap Assessments

- Strategic HR Initiatives
- Recruitment and Selection Practices
- Workplace Practice and Administration
- Recordkeeping Practices
- Family Medical Leave Administration
- Performance Management Procedures
- Career Development Initiatives
- Training Programs and Practices
- Compensation Administration
- Employee Termination Procedures

### Communications Gap Assessments

- Evaluating Your Communication

### Compliance Gap Assessments\*

- ERISA
- Cafeteria Plans
- Federal Group Health Plan Mandates
- COBRA

### Health Outcomes Gap Assessments

- Resource Investment
- Leadership Support
- Formal Strategy
- Programs and Interventions
- Engagement
- Evaluation and Measure Practices

- Communication Messaging
- Strategic Communication Plan and Implementation

## Employer Guides and Tools

Covering a myriad of topics, our Employer Guides compile information on regulations, best practices and benchmarking in an effort to provide guidance around specific issues impacting our clients. These guides are accompanied by automated tools, as well as sample policies and checklists to help develop, implement, evaluate and administer your programs.

### Compliance\*

- Health and Welfare Benefits
- ERISA Reporting
- Cafeteria Plans
- Qualified Medical Child Support Orders
- HIPAA Privacy-Shortcut Plans
- Health Care Reform
- Health and Welfare Calendar

### Health Outcomes

- Getting Started With Your Wellness Program
- Building a Culture of Health in Your Organization
- Assessing The Health of Your Population
- Measuring The Success of Your Wellness Program
- Driving Successful Behavior Change
- Planning a Successful Health Fair

### HR Partner

- Succession Planning
- Compensation Administration
- Pay Structure Design
- Paid Time Off
- FMLA
- California Leaves of Absence
- Career Level Guides
- Performance Management

### Communication

- Communicating Wellness
- Communicating Consumerism
- Creative Distribution
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## Solutions and Services

Our solutions and services offer clients and their employees critical information and technology-based solutions to drive effective decision making and deliver business results. You may be eligible to receive one or more of the following solutions and services:

- Market Ready Reports:** Compiled using 27 reputable survey sources to summarize market base pay and total cash compensation at the 25th, 50th, and 75th percentiles for over 700 benchmark jobs.
- Willis Essentials:** A portal for HR and benefit team members to access a host of tools, services and resources to minimize risks, promote wellness, prevent losses, and stay in compliance.
- Total Rewards Gap Assessment:** Facilitate a session with HR alone, or HR and management, to assess your employee value proposition. Start by evaluating the effectiveness each element has on the organization's ability to recruit, retain and motivate talent. From there we look at how aligned each element is to not only your business strategy, but the market place in which you compete for talent.
- Employer Risk Review:** Using a defined set of diagnostic questions, we prioritize risk areas and quantify the value of Willis solutions specific to your business issues.



**Health Care Reform Impact Analysis:** Based on information you provide, we help you calculate the cost impact to your organization associated with Health Care Reform.



*\* Your local client service team will have direct access to Willis's NLRG team. NLRG is a group of employee benefits 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, PHSAs, etc. NLRG assists your local client service team in providing consulting advice, regulatory and compliance updates through publications, access to a comprehensive online compliance manual, and expert speakers for seminars, webcasts and/or industry conferences. Please note that Willis is not a law firm or an accounting firm and cannot provide you with any legal or tax advice. NLRG is comprised of individuals with specialized employee benefits experience, including several licensed attorneys and 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 or tax advice, or if your specific situation requires it, you should consult with attorneys or tax advisors of your own choosing.*