

CONSULTING AGREEMENT

THIS AGREEMENT, to become effective the 1st day of April 2013, is entered into by and between **Willis of Ohio, Inc.**, hereinafter referred to as "**Willis**", and City of West Allis hereinafter referred to as "**Client**";

WHEREAS, Willis is in the business of providing risk management services, assessing the insurance needs of its clients and placing insurance coverage related to client needs; and

WHEREAS, Willis is in the business of Dependent Eligibility Audits, and

WHEREAS, Client desires to utilize the consulting services of Willis as set forth herein below; and

WHEREAS, Willis has agreed to provide these services in accordance with mutually agreed upon terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. Duties of Willis

Willis shall provide the consulting services to Client as set forth on Exhibit A attached hereto.

II. Client Responsibilities

In addition to any other obligations described in this Agreement, Client will provide Willis with that information and assistance Willis shall reasonably need in order to provide Client the consulting services contemplated and described in this Agreement.

III. Independent Contractor:

It is agreed and understood that Willis' relationship to Client is that of an independent contractor and not that of employee or agent. Willis will have no authority to bind the Client.

IV. Compensation:

1. In exchange for Willis' consulting services, as described in paragraph I above, the Client will pay Willis a consulting fee of \$21,400 (the "Fees"). The Fee shall be payable in 2 installments of \$10,700 according to the schedule below.

1st payment payable by May 1, 2013

2nd payment payable by June 1, 2013

2. This fee was calculated based on 683 employees covering dependents in the medical plan. If this number changes by more than 10%, we reserve the right to change our fee.

V. Term/Termination:

Term: This Agreement shall begin on the effective date first recited above and shall continue in force and effect until completion of the steps referred to in Schedule A, but in no event later than one year from the date hereof, unless earlier terminated in accordance with this Agreement.

Termination without cause: Either party may terminate this Agreement without cause by delivering to the other party written notice of termination at least thirty (30) days prior to the date of termination specified in such notice.

Termination for cause: Either party may terminate this Agreement immediately upon written notice to the other party that the actions or inactions of the notified party constitute "cause" for termination. As used herein, the term "cause" refers to the deliberate refusal by a party to perform its material duties/responsibilities hereunder, negligence by a party in performing material duties/responsibilities hereunder, breach of the material provisions herein by a party, or acts of willful misconduct by a party.

Effect of Termination: Termination of this Agreement shall not relieve the Client of its payment obligations to Willis for consulting services rendered by Willis prior to the date of termination.

VI. Indemnification/Limitation of Liability:

Willis agrees to defend, hold harmless, and indemnify Client against the claim or claims of any third party for damages, or any other cost associated with such claim including reasonable attorney fees, caused by the negligence of Willis, its employees, officers, agents and officials to the extent determined by a competent trier of fact according to the laws of the state of Wisconsin. Client agrees to defend, hold harmless, and indemnify Provider against the claim or claims of any third party for damages or any other cost associated with such claim including reasonable attorney fees, caused by the negligence of Client, its employees, officers, agents and officials to the extent determined by a competent trier of fact according to the laws of the state of Wisconsin. For any claim arising out of this agreement or the services provided by Willis hereunder, whether such claim is based in contract or in tort, the aggregate liability of Willis for any such claim shall be limited to the lesser of 3 times the amount of remuneration (including fees and/or commissions) that Willis receives for providing services pursuant to this Agreement or \$1,000,000. The provisions of this paragraph will survive termination of this Agreement and shall apply to any controlling person, director, officer, employee or affiliate of Willis.

VII. Confidentiality:

Both parties shall maintain in confidence all documents, materials and other information (collectively the "confidential information") which it obtains regarding the other party hereto in connection with this Agreement. For purposes below, the "disclosing party" shall be the owner of the confidential information which discloses same and the "receiving party" shall be the party receiving the confidential information of the disclosing party. However, confidential information shall not include any information which: (a) is generally known to the public and did not become so known through unauthorized disclosure by the receiving party; (b) is lawfully acquired by a party from sources other than sources acquired in connection with the transactions 3

contemplated by this Agreement; (c) is required to be disclosed under the provisions of any foreign, federal, state or local statute or regulation, board or commission thereof; or (d) is required to be disclosed by a rule or order of any court of competent jurisdiction. If access to any of the confidential information is sought by a third party, the receiving party will promptly notify the disclosing party of such action, will use its best efforts to minimize such disclosure and will consult with and assist the disclosing party in obtaining a protective order prior to such disclosure, at the disclosing party's sole cost and expense. If Willis is subpoenaed as the result of any of the services performed hereunder, Client will compensate Willis for its time involved in responding to any such subpoena(s).

The parties agree that any breach of the covenants and agreements contained in this paragraph may result in irreparable injury to the non-breaching party for which money damages could not be adequate compensation. Accordingly, such non-breaching party shall be entitled (in addition to any other rights and remedies it may have at law and in equity) to an injunction prohibiting any breach of the covenants and agreements contained herein or preventing the other party from failing to comply or continuing to fail to comply with the provisions herein.

VIII. Governing Law:

This Agreement is entered into in the State of Wisconsin and shall be governed and interpreted in accordance with the laws of that state applicable to contracts executed, delivered and performed therein. To the extent that the initiation of judicial proceedings are permitted under the terms of this Agreement, such proceedings shall be initiated in any state or federal court of competent jurisdiction located in the State of Wisconsin.

IX. Notices:

Any notices to be delivered by one party to the other shall be sent to the addresses listed below:

To Willis:
Willis of Ohio, Inc.
1001 Lakeside Ave.
Suite 1600
Cleveland, OH 44114

To Client:
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214

X. Disclaimer: The parties acknowledge that Willis' services and deliverables to be provided hereunder are solely in the nature of advisory services conducted to provide Dependent Eligibility Audit Services. Willis does not insure, warrant or guarantee that its analysis of the Client's program will be an exhaustive analysis or that any or all of the alternatives Willis identifies would be preferable to Client's existing program.

XI. Entire Agreement/Miscellaneous:

- a. This document, together with its reference attachments, constitutes the entire agreement of the parties and supersedes and supplants all prior agreements between the parties, both written and oral, except the extent otherwise stated in this Agreement. This Agreement may only be modified in writing, signed by authorized representatives of each party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns from and after the date hereof. This Agreement may not be assigned by either party, except as otherwise stated herein or as mutually agreed to by the parties in a subsequent signed writing. The captions which appear at the beginning of each provision are for ease of reference only and shall not affect the interpretation of this Agreement.

- b. Willis agrees that it will abide by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) at all times.

IN WITNESS WHEREOF, this Agreement shall become effective as of the date first written above.

Willis of Ohio, Inc.

By: David Sabo
Title: Client Advocate

City of West Allis

By:

Title:

Exhibit A Services

Dependent Eligibility Audit

CITY OF WEST ALLIS audit kickoff meeting
Willis gathers data from CITY OF WEST ALLIS
Data Analysis occurs and discrepancies reported to CITY OF WEST ALLIS
Willis review of SPD(s)
Willis reviews HR protocols & processes
Willis provides communications and call center scripts for project
CITY OF WEST ALLIS approves communication
CITY OF WEST ALLIS approves call center scripts
Willis database is populated with CITY OF WEST ALLIS employees
Communication materials are ordered by Willis
Consequences and penalties are identified
CITY OF WEST ALLIS publishes process in employee newsletter
Address duplicates and discrepancies are communicated to CITY OF WEST ALLIS
Inaccurate addresses reported back to CITY OF WEST ALLIS Identify any Special Considerations - executives, etc.
Amnesty notification begins – 2 weeks
Willis collects & tracks ineligible dependents
Willis call center tracking
Progress reporting to CITY OF WEST ALLIS
Audit notification begins – 3 weeks
Willis collects & tracks verification of eligible dependents
Willis collects & tracks ineligible dependents
Willis call center tracking
Reporting to CITY OF WEST ALLIS
Final outbound notification is conducted – 1 week
Final notification begins
Willis collects & tracks ineligible dependents
Willis call center tracking
Final data file transmitted to CITY OF WEST ALLIS
Final wrap-up meeting Willis / CITY OF WEST ALLIS
Hard copy of files - destroy