



April 1, 2022

Mr. Ben Killingsworth  
Madison County School District  
210 NE Duval Avenue  
Madison, FL 32340

Subject: Consulting Services – Letter of Engagement

Dear Mr. Killingsworth,

The purpose of this letter agreement (“Agreement”) is to confirm our recent conversations about the services Aon Consulting, Inc. (“Aon”) will provide for Madison County School Board (“Client”). Thank you for giving Aon the opportunity to work with you on this important project.

### **Services**

This Agreement documents our charges for services, which are more fully set forth in Exhibit A. The services included in this Agreement, including any attached Exhibits and may be performed by us or through one of our agents or affiliates.

### **Compensation**

Aon is named broker of record for the plan. Aon will receive commissions as disclosed and agreed to in a separate comprehensive disclosure statement, which will be provided in advance of insurance placements. Where permitted by applicable law, a portion of these commissions will be used for the purpose of delivering services to your employee benefit plan. Aon will be responsible for the delivery of services described in this Agreement. If services listed in Exhibit A are not permitted to be offset by the commissions, you will pay for those services based on the time required to complete the assignment or via a fixed fee if provided for in this Agreement. If you remove us as broker of record during the course of this Agreement, commissions are not subject to return.

### **Disclosures**

In addition to retail commissions, Aon may receive additional forms of compensation from insurers and third parties, including but not limited to: national additional commissions, subscription market brokerage charges, and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned hereunder and shall not apply to any service set forth in Exhibit A. As of the effective date of this Agreement, the U.S. Health Solutions Practice does not accept contingent compensation. If our policy on accepting contingent compensation changes, we will notify you at that time. Additional information is available upon request.

Aon will disclose to you all marketing quotes, including any applicable commission rates, received prior to binding any coverage for your insurance programs. You will also be provided prior to binding with a disclosure



of any amounts to be paid to Aon, and/or Aon affiliate intermediaries if available, in connection with coverage placed for your insurance programs, including any fees, if applicable, paid to Aon for services it provides to third parties.

Aon's goal is to procure insurance for you with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, Aon regularly reviews publicly available information concerning an insurer's financial condition, including but not limited to:

- Approvals by various regulatory authorities;
- Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poors, Moody's, and/or Fitch; and
- The input of our global affiliates and correspondents.

Most Aon placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon does not guarantee the solvency of any insurer. Aon encourages you to review the publicly available information made available by Aon. The decision to accept or reject an insurer will be made solely by you.

Aon and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom your coverage may ultimately be placed.

#### **Change in Scope**

Please be aware that requested changes in the scope of services provided by Aon could result in an increase in fees and charges. Changes in scope could include, but are not limited to the following:

- A material increase in the number of employees and/or the number of participants;
- Amendments or changes to the plan design or plan operation;
- Change of your payroll or other vendors or systems that are integral to the performance of our services;
- Change of your organizational contacts;
- Assignment of additional roles, responsibilities, or functions related to the plan; or
- Other factors that were not anticipated and increase the complexity or timing of plan operations or which affect our responsibilities or duties.

If your operations or your insurance programs substantially change by merger, acquisition, expansion, or other material change in scope and nature of exposures, you will inform Aon, and you and Aon will negotiate in good faith to revise this Agreement as appropriate.

#### **Terms & Conditions**

The initial term of our Agreement will begin on April 1, 2022, and end on March 31, 2027, or when terminated as set forth below. Aon's obligation to render services will terminate at the end of the Agreement.

The services may be terminated for convenience by either party by providing thirty (30) days prior written notice. Upon termination, Client will be responsible for any properly incurred fees, commissions, and expenses through the date of termination. Aon commissions are fully earned at inception and are not subject to return or offset.



Proprietary and Confidential

With respect to any project, we retain all ownership rights to our existing and developed intellectual property, and any derivatives thereof. You are permitted to internally use our intellectual property for the intended purpose during the term of our engagement. Each party agrees to treat the other's information as confidential. You agree that we may use your name on our client list and related materials, and acknowledge that we may de-identify and aggregate your information with other client data for statistical analysis in our services.

Our professional services do not in any case include legal, investment, or accounting services, and we are not a fiduciary to your plans. The services and work product provided by Aon hereunder are provided solely for your internal use; they are not intended to be used or relied upon by third parties.

Should any errors in our work occur, we will correct our work product without any additional charge. In addition, to the extent we have failed to satisfy our obligations under this Agreement, our liability to you will not exceed the amount of compensation you paid for the work. As our sole responsibility under this Agreement is to you, you will be responsible for any third-party claims against you or us arising out of or in connection with the services. Third parties include your affiliates, the plans, any trustees and any employees, participants or their representatives. If it is determined that any damages to such third parties resulted from our error, we will reimburse you for up to the amount set forth above.

Any disputes under this Agreement will be governed by the internal laws of New York.

Please acknowledge your consent to these arrangements for this engagement by signing below. Please contact us with any questions or comments. We look forward to working with you and your team.

Sincerely,

Luci-Ann Tafuri  
Vice President  
Aon Consulting, Inc.

LST/srg

cc: Jimmy Kelly  
Sue Grimm  
Scott Logan

Accepted this 6 day of September, 2022

Madison County School Board

By:

Name: Shirley D. Joseph

Title: Superintendent

Aon Consulting, Inc.

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

Name: \_\_\_\_\_

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

DocuSigned by:

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Rebecca Bodek Feldman

U.S. Health Solutions Risk M



### Exhibit A—Services to Be Provided

Services Included in this Agreement	Frequency
<b>Strategy</b>	
– Strategic plan linking business objectives	Annually
– Benchmark design/costs using Health Value Initiative	Annually
– Plan cost forecasting	Annually
– Executive/Board summary reports	Annually
– Annual meeting to include stewardship report, Client Promise service review, review of action plan, and service calendar	Annually
<b>Financial Management</b>	
– Develop budget projections	Annually
– Contribution modeling	Annually
– Funding rate/COBRA rate development	Annually
– Stop loss deductible and attachment level analysis, including large claim probability modeling, if applicable	Annually
– Alternate funding arrangement analysis, if applicable	Annually
– ACA Financial Analysis <ul style="list-style-type: none"> <li>– Analysis of plan structure relative to IRS (HSA-qualified plans) and Health &amp; Human Services (HHS) guidelines</li> <li>– Actuarial Value (AV) assessment</li> <li>– Affordability based on IRS Safe Harbor Guidelines</li> </ul>	Annually
– Comprehensive medical/Rx utilization analysis using carrier reports	As available
<b>Renewal/Marketing</b>	
– Pre-renewal projections, if applicable	Annually
– Detailed marketing/renewal report	Annually
– Market selection and approval	Annually
– Network discount analysis for self-insured plans (separate Confidentiality Agreement must be executed)	Annually
– Network access and provider disruption analysis	Annually
– Carrier/Vendor performance/rate guarantees	Annually
– Funding methodology evaluation	Annually
– Carrier financial ratings/market review	Annually
– Finalist meetings and scorecard analysis, if applicable	Annually
– Best and Final Negotiations <ul style="list-style-type: none"> <li>– Vendor Site Visits, As Needed</li> </ul>	
– Disclosure of all proposals and compensation	Annually



<b>Implementation/Renewal</b>	
– Carrier application preparation assistance	Annually
– Annual enrollment meeting support/coordination	Annually
– Review vendor created employee communications	Annually
– Assist with administrative arrangements (billing, banking, reporting, data)	Annually
– Executive summary of final decisions	Annually
– Medical pre-implementation audits, if applicable (offset by carrier compensation)	As needed
<b>Ongoing Services</b>	
– National Aon vendor liaisons	Ongoing
– Lead/attend vendor service meetings	Ongoing
– Escalated issue resolution (claim, billing, eligibility)	Ongoing
– Work plan for ongoing tasks/projects	Ongoing
<b>Compliance &amp; Regulatory Support</b>	
– Review of welfare plan documents (e.g., benefit booklets, SPD provisions, or contracts) by Health Solutions generalist consultant on non-legal matters for consistency in terms	As needed
– Online wrap plan document and wrap SPD template tool ( <i>Client's legal counsel review needed</i> )	Ongoing
– Periodic ad hoc support on technical questions answered by Health Solutions legal consultant ( <i>Note: Aon does not engage in the practice of law</i> )	As needed
– Legislative Alerts	Ongoing
– Health Solutions Educational Webinars and Seminars	Ongoing
– Upon request, provide additional information to assist in client's fulfillment of ERISA fiduciary duties	As requested
<b>Communications</b>	
– Develop enrollment communications (note: printing and mailing costs additional): <ul style="list-style-type: none"> <li>– Benefits Guide</li> <li>– Important Notices</li> </ul>	Annually
<b>Middle Market Wellness Support</b>	
Integrated Analytics Intelligence (IAI) Modeler	
<ul style="list-style-type: none"> <li>• Annual Wellness Council of America (WELCOA) Membership <ul style="list-style-type: none"> <li>◦ WELCOA Checklist Assessment</li> <li>◦ Trainings</li> <li>◦ Webinars</li> <li>◦ Turnkey resources</li> <li>◦ WELCOA Well Workplace Award Process</li> </ul> </li> </ul>	



<b>Resources</b>	
<ul style="list-style-type: none"> <li>– Access to Subject Matter Experts               <ul style="list-style-type: none"> <li>– Wellbeing</li> <li>– Pharmacist</li> <li>– Actuary</li> <li>– Underwriter</li> <li>– M.D. and R.N.</li> <li>– ERISA/Tax expert (Legal Consultant)</li> <li>– Absence and Leave</li> <li>– Voluntary Benefits</li> </ul> </li> </ul>	Ongoing
– Access to local geographic experts across the U.S.	Ongoing
– Pharmacy purchasing coalition assessment	Annually
– HR Online training courses	Annually

The following services can be provided by Aon at an extra cost and are not covered under this contract. A separate agreement would be required.

- Medical and Rx claim and operational audits
- Voluntary Benefits
- Executive Benefits
- Additional Health Solutions Legal Consulting Services:
  - Health & Welfare Nondiscrimination Testing
  - Compliance Check-up
  - Custom wrap plan drafting and wrap SPD preparation
  - HIPAA assessments, document drafting, and training
  - Massachusetts Health Care Reform and San Francisco health care ordinances consulting and assistance