



USI Insurance Services
5455 Rings Road
Suite 250
Dublin, OH 43017
www.usi.com
Tel: 614.340.6100

CLIENT SERVICE AGREEMENT

This Client Service Agreement ("Agreement") is made and entered into this 01 day of July 2024 ("Effective Date"), by and between USI Insurance Services LLC ("USI"), and Central Health Care Consortium ("Client").

WHEREAS USI is duly licensed to engage in the insurance business for the purposes set forth herein, and,

WHEREAS Client desires to engage the services of USI upon the terms and conditions hereinafter set forth.

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

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Client agrees to retain USI as its Broker of Record:

- The joint self-insurance Group Medical program established by the Client.
- The fully insured group life, AD&D, dental, and vision insurance plans, and other fully insured benefit plans for which USI arranges for the Client at the request of the Client.

The parties agree that individual members of the Client may maintain stand-alone policies for certain coverages, separate and apart from any group coverage that a member may elect in connection with this Agreement.

2. SERVICES

USI agrees to provide to Client the following insurance brokerage services:

As noted in Exhibit A.

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

3. COMPENSATION

USI will be compensated for the services outlined in this Agreement through the payment of an annual fee by Client (the "Annual Fee"). The Annual Fee for the Initial Term (as defined in Section 6) of this Agreement is set forth below:

As noted in Exhibit B.

Contingent, supplemental, or bonus commissions

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. This is indirect compensation that does not affect the rate charged to Client. At your request, USI will provide you with a detailed statement regarding our compensation on your account and how the compensation is calculated.

4. ADDITIONAL THIRD-PARTY SERVICES

Additional service(s) may be available from third parties, not affiliated with USI for additional fee(s) and may be subject to separate agreements between Client and the third-party vendor.

5. BROKERAGE INTERMEDIARIES

USI may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of your insurance coverages, when in USI's professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with USI. The compensation of such intermediaries is not included in USI's compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to USI's affiliates will be disclosed to you prior to binding any coverages on your behalf.

6. TERM AND TERMINATION

- 6.1. Term. The initial term of this Agreement shall be for one (1) year commencing on 07/01/2024 and shall terminate on 06/30/2025 (the "Initial Term"). Following the Initial Term, this Agreement shall renew for subsequent, successive one (1) year periods (each a "Renewal Term") unless sixty (60) days prior to the expiration of the Initial Term or any Renewal Term the Client advises USI in writing of its intent not to renew this Agreement. Upon termination of this Agreement for any reason, all Protected Health Information provided by Covered Entity to USI or created or received by USI on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.
- 6.2. Termination. Following the Initial Term of the Agreement, either party shall have the right to terminate this Agreement upon 60 days' prior notice to the other. In the event of termination by Client prior to expiration, the Annual Fee for the applicable Renewal Term will be deemed fully earned.

7. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in Section 2 above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

8. ADDITIONAL SERVICES

Additional services are available for additional compensation and subject to the negotiation of separate agreements or by addendum to this Agreement. Such services may include, but are not limited to:

- Human resources advisory services
- Claims audits
- Interactive online Client services
- Non-benefits insurance brokerage, risk management, and risk financing advice
- Executive benefits

9. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers and administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

10. MISCELLANEOUS

USI is not named a fiduciary with respect to any plan for which it may provide services. It is not intended by the Client or USI that any services performed by USI under this Agreement shall include any fiduciary duties or make USI a fiduciary of any plan maintained by the Client.

USI will not charge Client a fee or compensation for cancellation of any insurance policy or contract.

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on your behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact you and your employees, Client's plan, our contemplated engagement, and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals, and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for you and your employees. Client further represents that USI's use of this information to perform services for you

and your employees does not and will not violate any privacy notice or other policy issued by you or any benefit program you maintain, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this agreement.

11. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of Ohio, without regard to its conflict of laws principles.

13. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

USI Insurance Services LLC

Vincent Giacalone

Signature

Vincent Giacalone

Print Name

President

Title

7/25/2024

Date

Central Ohio Health Care Consortium

Matthew C. Peoples

Signature

Matthew C. Peoples

Print Name

Chair, COHCC

Title

6-26-24

Date

EXHIBIT A
INSURANCE BROKERAGE SERVICES

<p><u>Plan Review & Analysis</u></p> <ul style="list-style-type: none"> • Monthly financial review and claims analysis • Negotiate with all carriers to contain plan cost • Annual benchmarking • Contribution strategy and financial model • Calculate incurred but not reported claims (IBNR) two times per plan year • 90-120-day renewal commitment • 6 Month pre-renewal analysis • Ancillary Plan Review • Peer to peer review with the carrier underwriters • Fully insured and alternate funding review • Prepare and execute RFP and marketing analysis of all lines of coverage • Pharmacy and PBM analysis • Leverage relationships and negotiate current and future pricing • Recommend qualified insurers and vendors <p><u>Employee Communications</u></p> <ul style="list-style-type: none"> • Provide communication materials and facilitate Open Enrollment Meetings (virtual/onsite) • Annual legal notices included • USI Benefit Resource Center for employee claim and eligibility issues • Provide client intranet site content • Webex, Brainshark, and open enrollment presentations <p><u>Vendor Relations</u></p> <ul style="list-style-type: none"> • Direct all communication with vendors • Management of service representation • Serve as Client advocate • Expedite carrier complaint resolution • Negotiate contract and performance guarantees • Early renewal commitment, market leverage 	<p><u>Population Health/Wellness</u></p> <ul style="list-style-type: none"> • Meet with or implement Client Population Health Committee • Identify, integrate, coordinate, and consult with wellness vendors based on business needs • Review large claims with USI Medical Director as needed • Develop incentive strategy • Disease management programs as needed • Predictive modeling review • Wellness program design and implementation • Employee education and engagement strategy <p><u>Compliance/Legal</u></p> <ul style="list-style-type: none"> • Federal, state, and local updates • Compliance Alerts • Annual compliance notifications for employees • Affordable Care Act updates and analysis • SPD's, wrap documents thru ERISAPros • HIPAA updates thru HIPAA NOW • Signature-ready 5500 forms thru Wrangle • Reporting and disclosure requirements • Eligibility definitions and non-discriminatory requirements • Webex, webinars & seminars • Extraterritorial state monitoring • Healthcare Reform impact guidance and analysis
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Client Service Relationship

- Ensure prompt follow up to calls and e-mail communications
- Evaluate team for compatibility
- Protect Client confidential information
- Population Health Management program design, reporting and analysis

Client Management Services

- Monthly financial review and claims analysis
- Mid-Year projections and underwriting review
- Annual service and renewal planning
- Annual Stewardship meeting review
- Form 5500 data development
- Technology consulting and support
- HR/benefits department assistance – HIPAA, FMLA, ERISA, ACA
- NYAP/USI Performance Scorecard

Annual Timeline

- Develop Annual Service Calendar that will serve as the main document for achievement of specific plan year milestones and goals.

Carrier Negotiations & Renewal

- Manage vendor selection process
- Manage the renewal process for all lines of coverage
- Calculate COBRA rates
- Funding analysis and stop loss placement
- Conduct competitive marketing and secure pricing

Strategy & Design & Development

- Develop benefit philosophy
- Develop implementation plan
- Advise on national and local Marketplace and emerging trends

Plan Renewal or Transition Management

- Establish renewal plan and timeline
- Manage carrier plan specification upload
- Obtain records and files and meet with current insurance carriers
- Review plan contracts
- Review and prepare enrollment guides and web content
- Ancillary coverage management
- As needed schedule meetings with Central Ohio Health Care Consortium, USI, carrier partners

EXHIBIT B
FEE & COMMISSION SCHEDULE

In consideration of the performance of the Services as described in Exhibit A, USI shall be compensated as outlined below:

USI Consulting Fees:	Year 1: \$22.00 per enrolled employee per month (PEPM) based on the June 2024 employee enrollment in the Group Medical program. Year 2: \$22.25 PEPM based on the June 2025 employee enrollment in the Group Medical program; Year 2 fees apply only if Client extends the Agreement for the 2 nd year.
Other Estimated Commissions:	For the fully insured plans noted in Section 1 of the Agreement, commission paid by the insurance companies that is included in the premium rates.

In consideration of the performance of the Services as described in Exhibit A, USI shall be compensated as outlined below:

1. USI Consulting Fees: Year 1: \$22.00 PEPM, and \$22.25 PEPM for Year 2. Fees will be billed by USI to the Client on a monthly basis and are due by the end of the month for which brokerage services are provided. An additional service fee of \$50 per month will be charged to accounts more than thirty (30) days past due.
2. When new member entities are added to the Group Medical program, the appropriate PEPM fee, based on the enrollment of the new member(s), will be billed to the Client effective the first month the new member(s) join the program. Record keeping of this new member(s) fee will be separate until July 1 of the following year, at which time a new monthly composite fee will be determined based on the program enrollment as of June 1 of such year.
3. Client agrees to provide USI with not less than 90 (ninety) days' notice of a member's departure from the Client so that USI may make any applicable adjustment in its billing of the monthly PEPM fee. Any such adjustment shall be reflected as of the first day of month that such entity is no longer a member of the Client.
4. Other Estimated Commissions - are commissions payable to USI which are included in the premium and/or administrative costs payable by the Client to the insurance carriers. The vendors/carriers remit payment of these commissions directly to USI upon payment of premium by the Client.
5. For direct expenses incurred in connection with the provided brokerage services (e.g. Travel, delivery fees), these expenses will not be billed to the Client.
6. For specific services that are requested by the Client, but not outlined in the description of services to be provided by USI, the Client will be billed for work performed. The cost for these services will be billed on a per hour or per project basis and included in the next available monthly invoice. No services will be performed without prior written approval

from the Client.

7. USI reserves the right to change the fees outlined in this section should a material change to the monthly enrollment (greater than 30%) in the Group Medical plan occur. Client will receive a minimum of thirty (30) days' notice prior to any changes in fees. Any PEPM fee adjustment related to the material monthly enrollment change would take place effective the next following July 1. Notwithstanding any other language in this Agreement, if Client objects to the proposed fee change, it may instead elect to terminate the Agreement effective as of the date of the proposed fee change.