

Fee Agreement

This Agreement is made this 29th day of September, 2015, between the City of La Crosse, of 400 La Crosse Street, La Crosse, WI 54601. hereinafter referred to as "THE CITY", and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as "Horton".

WHEREAS, Horton, together with its affiliated entities (its "Affiliates"), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, the CITY desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement. All are in accordance with documents forming the agreement: "Request for Qualifications and Cost Proposal", any attachments or addenda, Horton's submission of "Request for Qualifications and Cost Proposal Health Plan Consulting Services dated August 13, 2015", any subsequent questions and answers, the City's Standard Terms and Conditions, and a HIPAA Business Associate Agreement. Although the Horton response to the "Request for Qualifications and Cost Proposal Health Plan Consulting Services dated August 13, 2015" suggested alternate wording to the indemnification section of the City's Standard Terms and Conditions, Horton is rescinding this recommended change, and by virtue of this agreement, it is understood that all parties hereto agree to ALL the City's Standard Terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Service Agreement shall commence as of January 1, 2016, and shall remain in effect for a period of one (1) year until December 31, 2016, unless earlier terminated as herein provided. This agreement may be renewed for two (2) additional one (1) year terms by mutual consent of both parties.
2. The Service Fee shall be for an annual fee of \$45,000, billed quarterly in equal installments of \$11,250.
3. It is agreed that Horton shall provide the Decision Master Warehouse reporting (Fees include three claim file downloads annually – i.e., BPA, Gundersen Lutheran and Navitus). The Decision Master Warehouse reporting is included with the annual fee.
4. The Agreement shall be compensation for the services described. Should additional services be required at any time, the parties agree to negotiate terms at that time.
5. It is understood that in the event Horton's retention is terminated by THE CITY, all fees outlined in the agreement that have been earned shall become immediately due and payable within 30 days.

CITY OF LA CROSSE

THE HORTON GROUP, INC.

By: _____

By: *Ken Olson*

Name: _____

Name: Ken Olson

Its: _____

Its: Division President

Date: _____

Date: 9/29/15

The Horton Group is an Equal Employment Opportunity Employer

Fee Agreement

CITY OF LA CROSSE / THE HORTON GROUP Scope of Services

Annual Fee of \$45,000, billed quarterly in equal installments of \$11,250.

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- Provide ongoing assistance and recommendations in the management of the City's self funded health plan.
- Perform a comprehensive analysis of the City's developed health coverage for problems, inconsistencies between plan documents, plan administration and internal operations.
- Shop annually for stop loss insurance. Assist when necessary with transition to new carrier.
- Perform annual review of MPD & SPD and assist with plan changes.
- As desired by the City, prepare proposal specifications, evaluate responses and assist in competitive selection process for TPA or PBM services. Assist with transition process when there is a change in City's TPA or PBM.
- Assist as needed in resolving unusual claims issues.
- Monitor the Health Plan to assure it is in compliance with all State and Federal regulations.
- Notify City timely of new mandates and provide interpretation regarding compliance with such.
- Assist, when necessary, with incorporating new mandate language into current Summary and Master Plan Documents.
- Provide expert advice, as needed, regarding HIPAA, COBRA or other health plan related regulations.
- Develop premium equivalent rates for the self funded Health Plan on an annual basis.
- Assist in review of TPA/PBM performance to ensure contract compliance and take the lead in TPA/PBM performance management.
- Recommend possible changes in plan design, with minimal impact in the quality of care, in order to contain cost or provide cost savings.
- Interface with TPA, PBM or stop loss carrier as needed to assist the City in the resolution of problems associated with the health plan.

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CITY OF LA CROSSE / THE HORTON GROUP Scope of Services (Cont'd)

- Review and comment on current reporting by TPAs and PBM. Recommend customized reports for City as necessary.
- Represent City when necessary in contract negotiations and/or arbitrations in regard to health plan issues.
- Participate when necessary in labor/management meetings as a resource to management or to explore plan design alternatives.
- Identify utilization trends, plan design elements, covered services or coverage limits that are not typical or represent areas of concern in the consultants' professional opinion.
- Provide Decision Master® Warehouse reporting (Fees include three claim file downloads annually – *i.e.*, *BPA, Gundersen Lutheran and Navitus*).