

EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES AGREEMENT

This Consulting Agreement ("Agreement") is made by and between Hall County Board of Commissioners (Hall County) and Turner, Wood and Smith (TWS).

TWS and Hall County Board of Commissioners agree as follows:

1. Term and Automatic Renewal: The initial term of this Agreement shall commence on July 1, 2025 and end on June 30, 2026. This Agreement will automatically renew for additional 12 month term (not to exceed 36 months in totality) unless the parties desire to amend or terminate same, in which case a notice of intent to amend or terminate shall be provided sixty (60) days prior to the expiration of this Agreement.
 - a. Termination: If, through any cause, TWS shall fail to fulfill in a timely and proper manner its obligation under this agreement, or if TWS shall violate any of the stipulations of this agreement, Hall County shall have the right to terminate this agreement by giving written notice to TWS of such termination and specifying the effective date thereof, at any time, at least ninety (60) days prior to the effective date of such termination.
2. Services: TWS shall provide the consulting and brokerage services for Hall County described in Exhibit A, which may be modified from time-to-time by mutual written consent of the Parties.
3. Services Outside the Scope of Agreement

Although TWS will help coordinate any necessary services from any "outside" parties, the following services are not included within our service Agreement.

Legal and Accounting Services - The services of outside legal and accounting professionals. We will help coordinate these outside professionals' services, but their fees would not be within the scope of our Agreement.

External Claims Audit – Services provided by an external claims auditing firm are outside the scope of our Agreement. We will help Hall County select an external auditing firm and help coordinate any requested audits with Hall County's service providers.

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Outside Benefit Administration and Communications Services -

Any outside communication services would not be within the scope of our brokerage/consulting fees.

4. **Compensation** For the services listed in Exhibit A of this Agreement, TWS will be paid on a per employee per month basis of \$12 for each covered employee life on the health insurance.

For additional service not outlined in Exhibit A of this Agreement, Hall County agrees to compensate TWS within 30 days of receipt of invoice for any additional services not defined in Exhibit A of this agreement. Any such services and fees will be agreed to in advance by both parties before any services are rendered.

5. **Personnel:**

TWS will assign personnel according to the needs of Hall County and according to the disciplines required to complete the Services in a professional manner. TWS may retain the right to substitute personnel, with prior notice to Hall County.

6. **Fiduciary Responsibility:**

Hall County acknowledges that:

- a. TWS shall have no discretionary authority or discretionary control or management of the employee benefit plans.
- b. TWS shall exercise no authority or control of the assets of the Hall County employee benefit plans.
- c. TWS shall perform services pursuant to this Agreement in a non-fiduciary capacity.

- A. **Notices:** All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address below or to such other address as the party may designate from time to time. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered.

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Hall County Board of Commissioners

Attn: Judy Turk, Assistant Director, Human Resources

2875 Browns Bridge Road

Gainesville, GA 30504-5635

Turner, Wood and Smith

Attn: Brett Fowler, Partner and EVP

1515 Community Way

Gainesville, GA 30501

- B. **Entire Agreement:** This Agreement constitutes the entire agreement between Hall County and TWS with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both Hall County and TWS.

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IN WITNESS WHEREOF Hall County Board of Commissioners and Turner, Wood and Smith have executed this Agreement as of the date first above written.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
David Gibbs, Chairman

Date: _____

ATTEST:

By: _____
Jennifer Rivera, Board of Commissioners Clerk

Date: _____

(SEAL)

TURNER WOOD AND SMITH AGENCY INC.

By: Brett Fowler
Brett Fowler, Partner and EVP

10/23/2025
Date: _____

APPROVAL AS TO FORM:

By: Justin R. Lawhon
Justin Lawhon, County Attorney

Date: 10/24/2025

ATTEST:

By: _____
Corporate Secretary

Date: _____

(SEAL)

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Exhibit A:

Employee Benefits Consulting and Brokerage Services Agreement

The benefits consulting and brokerage services as summarized below will be provided to effectively and efficiently manage the Hall County employee benefit program to ensure maximum benefits at a reasonable cost to Hall County and its employees.

Pre-Renewal Planning

TWS will organize and conduct a pre-renewal planning session to discuss objectives and strategies for the upcoming plan year.

During this planning session, TWS will:

1. Present detailed analysis of the design and performance of the Hall County current benefit program.
2. Review all existing provider contracts, evaluate performance, and recommend extension of contract or provider search process.
3. Review claims experience and inform Hall County's potential impact of developing trends and projected costs.
4. Recommend appropriate changes or expansions to the employee benefit programs and help Hall County determine strategies to control rising healthcare costs.
5. Recommend improvements to the employee benefits program and demonstrate how Hall County or Hall County employees could benefit by making such changes.
6. Provide renewal timeline and yearly calendar.
7. Establish short term goals and objectives and develop a timeline and calendar necessary to accomplish them.

Renewal Negotiation/Presentation

1. Request plan and administrative service options from incumbent vendors/insurers
2. Review Plan's Financial Performance
3. Present and provide analysis on renewals offered by incumbent vendors
4. Negotiate final fees, rates and performance agreements with incumbent vendors
5. Present estimated costs for benefit modifications

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Renewal and Placement

1. Market benefit plan by coverage, including preparation of RFP's and IFB's
2. Perform renewal trend analysis from available diagnostic and comparative data.
3. Summarize proposal responses (i.e. benefits, services, and costs) from alternative vendors. Compare the alternative vendors' benefits/services/costs to those provided by incumbent vendors.
4. Provide recommendations on vendors best suited to meet program goals and objectives.
5. Provide side-by-side comparisons of current and proposed benefit changes to simplify analysis and decision making.
6. Negotiate coverage and cost with vendors based on underwriting norms, trend analysis, and market leverage.
7. Evaluate carrier client support services and financial strength ratings.
8. Provide comparison of plan features, provider networks and costs.
9. Complete all communication with bidders.
10. Coordinate vendor presentations.
11. Meet with Hall County to recommend any change in Insurer/Vendor and to discuss benefit offerings for the upcoming enrollment year.
12. Open enrollment – participate in open enrollment and communication meetings, as requested

Implementation Services

1. Assist with the implementation of any new program and/or insurer/administrator.
2. Prepare/review applications.
3. Review implementation timelines proposed by vendors and actively participate in all implementation meetings.
4. Review contract/administrative agreements.
5. Help ensure proper transition of participant records including eligibility records.
6. Monitor progress to ensure timely issuance of employee identification cards.
7. Review, update, and/or create any requested employee communications materials.

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Day to Day Account Management and Administration

1. Participate in bi-weekly new hire meetings to educate new employees on their benefit package
2. Available by email for same day turnaround for employee requests
3. Review File Feeds from each carrier to correct any file feed mistakes in order to have employees enrolled accurately
4. Order additional ID cards as needed for members
5. Outbound email and phone call reach outs to new employees to educate them on their benefits package
6. Pull all bills and send to Hall County monthly as requested
7. Claims advocate for employees and retirees
8. Disability claim advocate to hand hold through the submission process, tracking of the pay out until the employee has returned to work
9. Function as the first line of contact for Hall County employees to facilitate resolution of employee claim and eligibility questions and issues
10. Work with P&A group on their portal to add new billing for retirees and their dependents
11. Work with the administrator on all COBRA notifications and processing
12. Submit retirement forms to appropriate department for processing
13. Verify eligibility for the Hall County Clinic
14. Audit of invoices / ADP system to confirm accuracy

Data Analytics and Financial Analysis

1. Conduct an ongoing review and analysis of the design and performance of the Hall County current benefit program and advise Hall County regarding available options and alternatives.
2. Prepare annual plan analysis to project costs based on emerging experience, utilization and trend for plan pricing and budgeting purposes. The report shall include claims analysis, trend projections, a review of utilization patterns for evidence of abuse or deviation from anticipated norms and an analysis of cost management techniques and programs for continued appropriateness and efficacy.
3. Advise Hall County on potential gaps or overlaps in coverage.
4. Provide monthly reporting to Finance in order to provide fiscal year and calendar year comparisons to help for budgeting.

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Regulatory and Compliance

1. Evaluate plan design to ensure that Hall County is in compliance with all regulatory agency requirements (including ACA) per all Federal and State statutes and laws and outline the action plan for compliance as necessary.
2. Provide an annual compliance calendar for Hall County to keep track of the required compliance requirements.
3. Provide information, legislative updates and guidance concerning applicable health and welfare laws and regulations including, ERISA, HIPPA, COBRA, Section 125, IRS, and Affordable Care Act (ACA) requirements, as changes in requirements occur. The information provided should be specific and relevant to Hall County's employee benefit program.
4. Provide no-fee access to TWS client seminars and webinars addressing updated regulations and leading benefits issues.
5. HR and Benefit Related Legal Counsel – through TWS, phone or e-mail responses to basic legal and compliance questions

Employee Communications

1. Work with the Hall County HR team to create an Employee Benefits Guide
2. Review, address questions, and amend existing electronic documents including:
 - Combined Benefit Summary
 - Benefits at a Glance
 - Open Enrollment Communications
 - Enrollment Forms/Materials
3. Review Section 125 Plan Educational and Enrollment Materials
4. Review any new on-line health and welfare communication or educational materials
5. Review all client generated benefit communication materials and coordinate review and commentary by Hall County's appropriate vendors and/or insurers.

Summary Plan Descriptions/Plan Documents

1. Review SPD's provided by the carriers and assist with implementing a Wrap Document.
2. Review all insured health and welfare plans Insurance Certificates
3. Review any plan amendments to existing SPD documents
4. Review any required Summary Material Modification documents
5. Help ensure that documents contain updated language changes required by ERISA,
6. HIPAA, Internal Revenue Code Section 125, COBRA final regulations, USERRA, FMLA, and/or any other required regulatory wording changes.

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Additional Information

Hall County will be responsible with keeping all of the documentation supporting ACA reporting decisions (e.g. employee benefits eligibility coding, alternative reporting methods, transitional relief, control group decisions, etc.).

Compliance with HIPAA – Hall County and TWS each acknowledges that certain information, reports and data generated under this Agreement are subject to applicable laws and regulations pertaining to the confidentiality of medical records, and the parties agree to comply in all respects with such laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties have entered into a Business Associate Agreement pursuant to HIPAA. Services provided under this Agreement are subject to the Business Associate Agreement, including any amendments thereto, and this Agreement does not modify, supersede or otherwise affect any provision of the Business Associate Agreement except as expressly provided herein. Notwithstanding the preceding sentence, for purposes of this Agreement the description of services set forth in this Agreement supersedes the Schedule of Services attached to and made part of the Business Associate Agreement.

Hall County should familiarize itself with ERISA section 510. Section 510 outlines the rules and actions that will affect employee benefits eligibility. To minimize Hall County's risk and exposure, Hall County should consult legal counsel before taking any actions that will affect employee benefits eligibility.

TWS provides Hall County access to Zywave providing Hall County thousands of templates and resources in areas such as:

- Employee Communications
- Notices and Disclosures
- Benchmark Statistics
- Federal and State Legislation and Compliance
- HR Insights
- Workplace Wellness
- Employee Newsletters and many more

TWS will provide Hall County access to the HR360 Hotline which will allow Hall County to call a toll free number that is answered by an experienced Human Resource consultant who will give you practical step-by-step guidance and suggestions to your HR questions and issues.

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United Benefit Advisors

TWS is a member partner with United Benefit Advisors (UBA). UBA is an association of locally owned, independent firms that share a vision and emphasis on innovative solutions for their customers. Through our affiliation in UBA, we have over 200 offices in the US and Canada that employ 2,100+ benefit professionals who serve 28,000+ employers. As a national organization, we have experience at addressing the most complex business issues along with our clients. UBA has a team of risk management experts in areas such as:

- Employee Benefit Program Management
 - Actuarial and Reinsurance Services
 - Group Medical and Ancillary Product Review
 - Captives
 - Pharmacy Benefits Review
 - Stop Loss/Reinsurance Contract Management and Review
 - Wellness and Population Health Management
 - Data Analytics and Benchmarking
 - Compliance and Audit
 - Communication program Development and Deployment

Important note: As a member of UBA, TWS benefits from a having national reach and access to subject matter experts and resources from across the country, which our clients benefit from the national scale of the organization and shared strategies and yet the local services stay local. The resources are available on a fee for service basis. We can obtain a proposal for you for any of the services outlined that are not already addressed in your exhibit.

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