

DISCLOSURE STATEMENT FOR POLICY YEAR 10/01/2011-09/30/2012

1. Plan Name: School District of Clay County

2. Insurer or other provider: See below

Aon Consulting will receive the following fee for service expressed as a percentage of the gross annual 3a. payments to the third party service provider:

Carrier/Vendor Name	Contract Type	Contract/Policy #	Policy Period	Service Fee
Aetna	Medical	US295336	10/01/11-09/30/12	1% of paid premium

Aon Consulting will receive the following commission expressed as a percentage of the gross annual 3b. payments to the third party service provider:

Carrier/Vendor Name	Contract Type	Contract/Policy #	Policy Period	Commissions (% or amount)
Aetna	FSA	0883373	10/01/11-09/30/12	0%
Key Benefit Resources	Gap Plan		10/01/11-09/30/12	4%
Delta Dental	Dental	10-3722	10/01/11-09/30/12	10%
CompBenefits Corp	Vision	207042	10/01/11-09/30/12	10%
Unum	Life, Disability	67340	10/01/11-09/30/12	10%
Unum	Critical Illness	37130	10/01/11-09/30/12	First year: 70% Years 2-10: 10%
Unum	Accident/Injury Policies	37130	10/01/11-09/30/12	First year: 65% Years 2-10: 5%
Unum	Interest-sensitive Whole Life	37130	10/01/11-09/30/12	First year: 90% Years 2-10: 5%

- Aon Consulting is not an affiliate of the third party service provider whose contract is recommended. 4.
- Aon Consulting's ability to recommend another contract is not limited by an agreement with the third party 5. service provider.
- 6. No other charges, fees, discounts, penalties, or adjustments may be imposed under the recommended contract in connection with its purchase, holding, exchange, termination or sale.

DATE: August 8, 2011

By: Ann Gebhard, Aon Consulting, Inc.

PTE 77-9 requires the plan fiduciary to acknowledge receipt of the DISCLOSURE STATEMENT in writing. Aon Consulting must retain the following ACKNOWLEDGMENT for six years after the plan fiduciary approves the purchase of the contract recommended by Aon Consulting.

Acknowledgment



I certify that I am an independent fiduc	iary of the plan with authority to act on behalf of the plan, that I am not				
affiliated with Aon Consulting or the thi	ird party service provider, and that I have not and will not receive any				
compensation or other consideration from any party dealing with the plan in connection with the purchase of the contract. I acknowledge that I have read the above DISCLOSURE STATEMENT:					
DATE:	PLAN FIDUCIARY				

BCOM

RETURN FORM TO: Aetna PO Box 14383 Lexington, KY 40512-4383

BILLING AND COLLECTION AGREEMENT

This Billing and Collection Agreement ("Agreement") is entered into as of the effective date below among Aetna Health Management, LLC, a Delaware limited liability company, Customer (specified below) and Producer (specified below). Aetna Health Management, LLC and its affiliates are collectively referred to as "Aetna." Aetna, Customer and Producer are collectively referred to as the "Parties".

RECITALS:

- 1. Customer has certain medical insurance product(s) from Aetna ("Medical Products");
- 2. Producer is an independent contractor and not an employee of Customer or Aetna;
- 3. Customer has engaged Producer in connection with such purchase to provide services ("Services") in connection with the Medical Products for agreed-upon compensation ("Service Fees") in compliance with applicable state law; and
- 4. Customer and Producer acknowledge and agree that Aetna has no involvement in providing the Services or determining the amount of the Service Fees.

IN CONSIDERATION OF THE ABOVE, the Parties agree to the extent permitted by applicable law:

- 1. Customer will pay Producer the Service Fees as specified below.
- 2. Aetna will collect the Service Fees as Producer's agent for this limited purpose. Customer's payment of the Service Fees in valid funds to Aetna discharges Customer's Service Fees payment obligation. Producer constructively receives such funds when Aetna receives them, and Producer thereafter has a right to payment only from Aetna.
- 3. The Service Fees are neither consideration for nor a condition of receiving insurance coverage from Aetna. Notwithstanding this distinction, for administrative convenience Aetna may include the Service Fees in the same bill Aetna sends Customer to collect insurance premiums.
- 4. Aetna shall pay the Service Fees to Producer within thirty (30) days following the end of the calendar month in which Aetna receives valid funds from Customer. If Customer pays Aetna less than the sum of the premium and Service Fees then due, Customer may instruct Aetna on how to divide the payment between premium and Service Fees. Absent such instruction, Aetna shall apply the payment pro rata between premium and Service Fees.
- 5. Producer acknowledges that Aetna will keep any income earned on the Service Fees before Aetna pays the Service Fees to Producer, and that will be Aetna's sole compensation under this Agreement.

- 6. Aetna shall have no duties or obligations except as explicitly set forth in this Agreement. Without limiting the foregoing, Aetna shall not have any duty (a) to pay Producer any amounts except valid funds that Aetna actually receives from Customer or (b) to oversee Producer's performance of the Services.
- 7. Absent Customer's written instruction to the contrary, Aetna shall, with respect to the Services, (a) issue the appropriate Form 1099 to the Producer and file the information on such Form with the appropriate federal and state taxing authorities under the Aetna name and Employer Identification Number; and (b) if applicable for Customer, give Customer a summary of Service Fees paid to Producer on Customer's behalf for use in Form 5500 reporting. Customer may not seek liability against Aetna under any legal theory for any action Aetna takes pursuant to this paragraph.
- 8. Any Party may terminate this Agreement upon thirty (30) days prior written notice to the other Parties, but otherwise it shall continue in full force and effect as long as Customer purchases Medical Products. If Customer notifies Aetna in writing of a change in producers, this Agreement shall terminate automatically as to Producer. The new Producer may become a party to this Agreement, and in that event Aetna shall bill and collect the Service Fees for the new Producer beginning the calendar month after Aetna receives notice of such change.
- 9. No Party may assign its rights or duties under this Agreement without the prior written consent of the other Parties, except that Aetna may assign this Agreement upon thirty (30) days prior written notice to the other Parties.
- 10. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof. Nothing contained in this Agreement will require any Party to violate any applicable law.
- 11. Aetna may amend or modify any provision in this Agreement upon thirty (30) days prior written notice to the other Parties. Otherwise, this Agreement may be amended or waived only in writing. In the case of an amendment, the written amendment must be signed by each Party, and in the case of a waiver, the written waiver must be signed by the Party against whom the waiver is to be effective.

SERVICES FEE: 1	% of Total	Amount Due [Medics	Il Premium Plus Services Feel						
		Amount Due [Wedler	ii i reimain i las services i cej						
EFFECTIVE DATE: <u>10/01/201</u>	1								
GROUP NUMBER(s):2	295336								
CONTROL NUMBER (s):	_883373								
	·								
AETNA HEALTH MANA	GEMENT, LI	LC [Aon Consultin	g						
Signature_ Kim a Ku	chl	Signature:							
		Print Name: Ann Gebhard Title: Vice President							
Print Name: <u>Kim A. Keck</u> Title: <u>Head of Middle Markets</u>									
					Date: <u>5/11/2011</u>	<u></u> .	Date: <u>9/28/2011</u>	MM/DD/YYYY)	
		Tax ID/SSN/NI	PN:						
[Clay County District School	ols	Producers an	d customers may complete						
Signature:Print Name:Title:		the Rilling and Collection Agreement to							
					Date:		to the template agreement.		
					(MM/DD/YYYY	7)			