

# Client and Benefit Advisor Acknowledgement Form

For use in connection with insurance policies, HMO group services agreements, and/or administrative services offered by one or more subsidiaries of Cigna Corporation (collectively "Cigna").

### Acknowledgement of Benefit Advisor Designation

Client (name) Jackson County, Account (number) 3343110, hereby acknowledges that the individual/firm listed below has been designated by Client as its producer of record/consultant ("Benefit Advisor") as of: January 1, 2020.

Client shall promptly notify Cigna of a change in the Benefit Advisor designation. Benefit Advisor changes are effective the first of the month following the month in which notification is received by Cigna.

#### Confirmation of Benefit Advisor Fee

Client has engaged the Benefit Advisor to perform agreed upon services exclusively for the benefit of Client and not Cigna regarding the purchase of insurance/HMO products and/or benefit plan administrative services (the "Benefit Advisor Services"). Client has agreed that Benefit Advisor shall be compensated as indicated in the Compensation Details below for the performance of Benefit Advisor Services (the "Benefit Advisor Fee").

(Premium or membership attributable to individuals covered under state continuation laws will not be used in calculating the Benefit Advisor Fee.)

Client and Benefit Advisor acknowledge that the Benefit Advisor Fee is:

- exclusively for the performance of the Services by the Benefit Advisor;
- not consideration for insurance under the Policy;
- not determined by Cigna; and
- the sole payment obligation of Client.

Client shall promptly notify Cigna of any change in the Benefit Advisor Fee.

**Note:** If the Benefit Advisor Fee is based upon a percentage of premium, a premium equivalent (as determined by Cigna) will be used in determining the Benefit Advisor Fee with respect to a "Minimum Premium" policy or self-insured plan.

#### This section is only for:

 Guaranteed Cost or Shared Returns Insured Medical Business (Not applicable to policies sitused in AL, CA, KY, LA, WA, ME)

#### Authorizations/Additional Acknowledgements:

Client and Benefit Advisor authorize Cigna to:

- Bill, on behalf of the Benefit Advisor, the applicable Benefit Advisor Fee with its monthly premium billing statement to the Client (Benefit Advisor Fee will be reflected in the total amount billed);
- Remit, on behalf of the Client, any Benefit Advisor Fee payments received from the Client to the Benefit
  Advisor within 60 business days of receipt (Note: Unless the client specifically directs that a portion of its
  payment be applied to Benefit Advisor Fees, any payments received by Cigna will first be applied toward any
  outstanding insurance premium and will not be prorated between premium and Benefit Advisor Fee); and
- Attempt, on behalf of the Client, to recover overpayments made to the Benefit Advisor; however, Cigna shall not be responsible to the client for any uncollected amount.

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# Client and Benefit Advisor further acknowledge that:

- Cigna shall have no obligations with respect to the billing and remittance of the Benefit Advisor Fee other than as set forth above; and
- Such obligations shall terminate:
  - when the Cigna insurance policy or administrative services agreement with the Client to which the Benefit Advisor Fee relates terminates;
  - when the Benefit Advisor ceases to be the Client's Benefit Advisor;
  - when Client and/or Benefit Advisor revoke the foregoing authorizations, or
  - the date specified by Cigna when Cigna notifies Client and Benefit Advisor that it will cease billing and remitting the Benefit Advisor Fee.

# This section is only for Group Dental & Vision Insurance sitused in the state of NY:

Client and Benefit Advisor have agreed to the Benefit Advisor Fee reflected in the Compensation Details below. However, the Benefit Advisor Fee that will be included by Cigna in the premium for group dental and vision insurance and billed to the Client and paid to the Benefit Advisor will be determined exclusively based upon Cigna's commission schedule and any Supplemental Compensation for Special Services included in the NY Dental and Vision Producer Acknowledgement Form executed by the Benefit Advisor.

# Additional Terms (applicable to all business):

#### Client authorizes:

- Cigna, as its agent pursuant to Treas. Reg. 1.6041-1(e)(4), to directly file tax information returns (Form 1099-MISC) on its behalf for the Benefit Advisor Fee remitted to the Benefit Advisor.
- Cigna, as its agent, to withhold and deposit federal income taxes on the Benefit Advisor Fee subject to backup withholding under Section 3406 of the Internal Revenue Code using its own name and federal employer identification number.
- Cigna, as its agent, to contract with third parties to perform the foregoing authorized services, which contract may authorize the IRS to disclose confidential tax information of the Client and Cigna to such third party.
- The IRS to disclose confidential tax information to Cigna relating to the authority granted above.

Client and/or Benefit Advisor may revoke these authorizations at any time by giving 30 days' prior written notice to Cigna. Client acknowledges that in the event of such revocation, it will thereafter be responsible for the payment of all Benefit Advisor Fees and the performance of the tax information reporting and backup withholding with respect to the Benefit Advisor Fees.

This document constitutes the entire understanding and agreement of the parties and supersedes any prior agreement or understanding between them with regard to the subject matter hereof. The terms of this document can only be changed or waived by the mutual, written consent of the Client, the Benefit Advisor and Cigna.

Client hereby authorizes Cigna to act as its agent in paying the Benefit Advisor Fee identified in the Compensation Details to its designated Benefit Advisor within 60 business days of receipt of premium.

Note: No compensation whatever will be paid to the Benefit Advisor unless Benefit Advisor has met all applicable legal requirements (e.g. resident or non-resident license and appointment).

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		PR	ODUCER	COMPEN	SATION D	ETAILS				
Client Name: Jackson County								Client Situs State: MO		
Product	Compensation Effective Date	Per Employee	Per Member	Employee Plus 1/ Spouse	Employee Plus 2/ Child	Employee Plus 3/ Family	Monthly Flat Amount (For Self- Insured Plan Only)	Pr Eq deter Cig 1/1/202 to a PE (for se	entage of emium uivalent mined by na as of 0 converted PM amount elf-insured in only)	
Dental PPO	1/1/2020	₹.	s	\$	\$	\$	\$	10.00%	MHE	
Dental PPO	1/1/2020	\$	49	*	\$	\$	8	10.00%	KTB for	

WRITING PRODUCER/BENE	FIT ADVISOR INFO	RMATION							
Writing Producer Name (Print):		Last 4 digits	Percentage of						
Kenneth T. Backhus		of SSN: 7229	Compensation: 100.00%						
Authorized Agent or Writing Producer Signature:		Date:							
Albuecher, President 1		May 8, 2020							
By signing this document, I confirm that the persón listed as the Writing Pro properly licensed under applicable state regulations and appointed with Cig	ducer solicited, sold and for neg na to do so.	otiated the contrac	d for this account and is						
Compensation made payable to:									
Individual/Agency Name (Print): Benefit A	Benefit Advisor/Agency Producer Code:								
McDANIEL Hazley GLEGGIAN NAICS # 8241547									
A 2 14 15 A 11									
(Street/P.O. Box): Mc OANIE! Hazley GROUP, INC (City): 1100 Main Street, Suite 1850									
(State): (Zip Code): KANSAS CITY, XX D 64105									
Corporate TIN: Phone Number:	Email Address:								
48-1132706 816-531-7500	-1132706 816-531-7500 Kbarchus@MHG								

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Frank White, Jr., County Executive

APPROVED AS TO FORM

PARREST:

ounselor Clerk of the Cour

Clerk of the County Legislature