

CONSULTANT: AON Consulting, Inc.  
CONTACT PERSON: Doris Holzer, Vice President  
ADDRESS: 1420 Fifth Avenue, Suite 1200  
Seattle, WA 98101  
TELEPHONE NUMBER: 206-467-4607  
COUNTY DEPT.: Finance  
DEPT. CONTACT PERSON: Debbi Mock, Sr. Budget & Benefits Consultant  
TELEPHONE NUMBER: 425-388-3450  
PROJECT: RFP for Third Party Administrator  
AMOUNT: \$611,299  
FUND SOURCE: 506  
CONTRACT DURATION: September 18, 2020 through August 31, 2024  
unless extended or renewed pursuant to Section 2 hereof

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 shall modify the Agreement for Professional Services (the “Agreement”) by and between AON Consulting, Inc. (“Contractor”) and Snohomish County (“County”), dated September 21, 2020.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree that the Agreement shall be amended as follows:

1. Section 1, Purpose of Agreement; Scope of Services, is hereby amended by adding the following language:

Schedule A-1 attached hereto and by this reference made a part hereof is additional work to be performed by Contractor under the terms of the Agreement.

2. Section 2, Term of Agreement; Time of Performance, is hereby amended to include the following language:

The Contractor shall commence the work required under Schedule A-1 as of September 18, 2020, and complete all work required under Schedule A-1 by October 30, 2020. The Contractor shall meet and confer prior to and testify at the arbitration hearing as required by Schedule A-1 at reasonable times as agreed by the parties.

3. Section 3, Compensation, is hereby amended add the following language:

The County will pay the Contractor for those services required by Schedule A-1 as and when set forth in Schedule B-1, which is attached hereto and by this reference made a part of this Agreement.

4. Except as expressly modified by this Amendment No. 1, all provisions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties to the Contract for Professional Services have executed this Amendment.

“County”  
SNOHOMISH COUNTY:

“Contractor”  
AON CONSULTING, INC.:

By: \_\_\_\_\_

By: Matt M\_\_\_\_\_

Title: Executive Director

Title: COO, US Health Solutions

Date: \_\_\_\_\_

Date: 10/16/2020

Approved as to form only:

/s/ George B. Marsh 10/16/20  
Deputy Prosecuting Attorney

Schedule A-1  
Scope of Services

Project Description: Aon Consulting, Inc. (“Aon”) is to provide professional services in conjunction with Snohomish County’s arbitration with the Corrections Guild.

Scope of Services: Snohomish County has asked Aon to prepare Actuarial Valuations (AVs) for 5 entities comparable to Snohomish County.

The AV’s will be calculated based on the most prevalent PPO plan choice of the Corrections bargaining group.

The County will provide summary plan documents and employee/employer contributions for the 5 comparable entities:

- Clark County
- Spokane County
- Pierce County
- Multnomah County
- Washington County

Aon will calculate the AV’s and prepare a summary comparison of the plans offered for the 5 entities above along with the Snohomish County Corrections Guild PPO plan, Plan A and Plan B and will present the findings to Snohomish County. In addition to AVs, Aon will:

- Meet to discuss our analysis and prepare for the arbitration
- Attend the arbitration hearing
- Present our financial evaluation and respond to questions regarding our financial evaluation

As we have discussed, Aon is providing ~~advice~~ a comparison and analysis to you that you may use in the arbitration process. Further, we have agreed to appear as a fact only witness to describe the process it used to create AVs, including a description of the data used, its sources, and how the data relates to the AV charts created for the County in accordance with this Scope of Services, and the Agreement for Professional Services. Aon will not provide expert witness testimony or engage in the practice of law. Aon representatives will provide truthful testimony as provided in the Scope of Services, but Aon does not guarantee any particular outcome, and our fees are not contingent on the results in our report or the outcome of the arbitration. Other than its truthfulness, Aon does not make any warranties or representations with regard to testimony. Aon will not be liable to the County or to any third parties for our testimony and for the outcome of the arbitration under any circumstances. Third parties include the Corrections Guild and its members, employees, or representatives; the County’s affiliates; the plans; any trustees; and any of the County’s employees, participants or their representatives.

The County acknowledges and agrees that it will only use Aon’s testimony in furtherance of the Services as outlined in this Agreement and that it will not use Aon’s testimony for any other

purpose outside of the Corrections Guild arbitration.

## Schedule B-1

### Compensation

- a. Services. The County will pay the Contractor for services performed pursuant to Schedule A-1 at a flat fee of \$6,000.00.
  
- b. Invoices. Upon completion of the work pursuant to Schedule A-1, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. The County will pay the invoice within thirty (30) calendar days of receipt.