

Consulting Agreement

This Consulting Agreement (Agreement) is between Bureau of Legislative Research (Client) and Collier Insurance, Memphis, TN (Consultant), effective as of February 1, 2021

WHEREAS, Client wishes to obtain the assistance of Consultant concerning strategies for employee benefit planning, design, funding, administration and communication with respect to its employee benefit programs for Arkansas State Employees and Arkansas Public School Employees as directed by the Legislative Council Executive Subcommittee;

WHEREAS, Consultant has knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with the consulting services listed below:

A. Strategic Services.

- Consultation of employee benefits strategic plan for Arkansas State Employees and Arkansas Public School Employees
 - Active Full Time Employees and Dependents
 - Active Part Time Employees and Dependents
 - Post age 65 Retirees and Dependents
 - Pre age 65 Retirees and Dependents

B. Employee Communication.

- Coordination and consultation

2. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

3. Disclosure and Recordkeeping

A. Full Disclosure.

Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program for its benefit plan. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

B. Recordkeeping.

Consultant will maintain accurate and current files in accordance with industry standard record retention practice including HIPAA compliant or as otherwise directed by Client.

4. Term & Termination

A. Term.

The initial term of this Agreement shall be one year, commencing on February 1, 2021 and ending 1/31/2022 (Initial Term). Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination.

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon six (60) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

5. Cost of Services

Consultant's Professional Fees of \$25,000 per month. These fees are payable in monthly installments and Consultant agrees to submit an invoice to the Client on a monthly basis.

Hourly rates:

Stuart Collier -	\$250.00
John Collier -	\$250.00
Jeff Darnell -	\$150.00
Sam Collier -	\$150.00
Elizabeth Walker -	\$150.00

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client. Such programs and services may include, but not be limited to, special employee surveys, development and distribution of benefit communication material for the benefit plans.

6. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The team consists of the following individuals:

Primary Service Team: Stuart Collier, CEO
 John Collier, Executive Vice President
 Jeff Darnell, Employee Benefits Practice Leader
 Sam Collier, Benefits Consultant
 Elizabeth Walker, Internal Service Team Leader

7. Records and Information

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

8. Independent Contractor.

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Bureau of Legislative Research

Signature

Date

Title

Collier Insurance

Signature

Date

Title

Areas of Expertise

As an expert concerning Employee Benefit plans our value proposition relating to solutions are included below.

- *Direct Primary Care Solutions*
- *Retiree redirection and eligibility strategies*
- *Concierge Services evaluation*
- *Innovative benefit solutions*
 - *Cancer Diagnosis High Performance network*
 - *Renal Dialysis networks and direct contracts*
 - *Direct Contracts – Inpatient, Outpatient and other providers*
 - *Referenced Based Pricing including access report for each market*
 - *Bundled Networks - High Performance Networks strategies*
- *Pharmacy Benefit Manager Review*
 - *Rx Medical Management recommendations*
 - *Consulting on claim cost ie AWP etc.*
 - *Specialty medications review*
- *Third Party Contract Review*
- *Auditing Firm Recommendations*
- *TPA evaluation*