

CONSULTANT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between The Segal Group, Inc. (“Segal”), located at One Paces West 2727 Paces Ferry Rd., SE, Ste. 1400, Atlanta, Georgia 30339, and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. Segal provides employee health benefits consulting services. The BLR desires to hire Segal to provide to the Arkansas General Assembly and its members and committees access to consulting and actuarial services related to health benefit plans of the State of Arkansas, including without limitation policy and actuarial advice and recommendations regarding technical, policy, legal, or administrative questions (the “Services”), for the use and information of the Arkansas General Assembly.

Segal and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains Segal to perform the Services, which includes without limitation the following:
 - a. Provide fiscal impact statements for proposed legislation, as requested;
 - b. Provide actuarial and cost analysis regarding proposed funding amounts for the State and Public School Life and Health Insurance Program, including for the Public School Employee Health Benefits Plan, for amounts established in the biennial Education Adequacy Study;
 - c. Prepare and present findings and fiscal impact statements for legislative committees, as requested;
 - d. Attend legislative committee meetings, as requested to provide routine actuarial consultation on technical, policy, legal, or administrative questions;
 - e. Communicate new developments/trends in public employee health benefit programs and provide improvement recommendations;
 - f. Assist members of the General Assembly and BLR Staff with proposed legislative changes;
 - g. Provide consultation and advisory services related to policy and administrative issues that may arise with regard to implementation of legislative changes related to health benefits or health benefits programs;
 - h. Assist the General Assembly by assisting with major health benefit program procurements and subsequent implementations;
 - i. Peer review or audit work performed by other actuaries;
 - j. Conduct state benchmarks, upon request;
 - k. Provide periodic educational discussions with members of the Arkansas General Assembly and BLR staff, as requested; and
 - l. Be readily accessible and available to members of the Arkansas General Assembly and BLR staff.

2. **Data Required by Segal.** In order to perform the Services, Segal may require information that is held by various entities other than the BLR, including without limitation the Department of Transformation and Shared Services, Employee Benefits Division, the Department of Education, and the State Board of Finance. The parties acknowledge that such data and information is in the possession of third parties; that Segal must rely on these third parties to cooperate in providing this data and information; and that the data and information may be subject to laws restraining or preventing their release or dissemination. BLR authorizes Segal to contact the various entities holding the information that Segal requires in order to perform the Services under this

Agreement. BLR Staff will be available to help to facilitate the contact with these entities upon request from Segal. BLR acknowledges and agrees that while Segal is relying on this data and information from such third parties in connection with its provision of the services under this Agreement, Segal makes no representation with respect to and shall not be responsible for the accuracy or completeness of such data and information.

3. **Deliverables.** In connection with the services to be provided under the RFP, Segal will prepare various documents, including without limitation fiscal impact statements, actuarial and cost analysis reports, and completed research requests, and will attend legislative committee meetings to present the results of its work, as requested, (the “Deliverables”) to be provided to the BLR for use by the Arkansas General Assembly and its various committees. BLR will own all Deliverables provided under this Agreement.

Segal will maintain full ownership of: (a) working papers of Segal; (b) pre-existing Segal materials or studies used in the provision of the Services and the Deliverables; (c) Segal know-how and processes used in the provision of the Services and Deliverables as well as any and all intellectual property owned by Segal that may be employed in providing the Services and Deliverables. Segal is providing the Services and Deliverables for the use and benefit of the Arkansas General Assembly, and its members and committees. The Services and Deliverables are not for a third party’s use, benefit or reliance, other than members of the General Assembly and as authorized by members of the General Assembly of which authorization Segal will be notified by BLR. Except as described in Section 12 of this Agreement, Segal shall not discuss the Services or disclose the Deliverables until such time that the BLR provides Segal notice that the BLR has disclosed the Services and Deliverables to third parties.

4. **Term and Termination.** The term of this Agreement will commence on March 15, 2024, and terminate on June 30, 2025, with an option for additional renewal terms of two (2) years each, upon mutual agreement of the parties if the need of the Arkansas General Assembly merits an extension.

Either party may terminate the Agreement by giving ten (10) days prior written notice.

5. **Fees and Expenses.** The Fees and Expenses related to this Agreement are outlined in the Fee Schedule, attached hereto as Attachment A and incorporated in this Agreement by reference. The maximum amount BLR will pay to Segal for the provision of the Services is Five Hundred Thousand Dollars (\$500,000.00). Segal shall submit itemized monthly invoices to the BLR, based upon the per hour pricing set forth in Attachment A. The monthly invoices will include reimbursements for travel related to the work being performed by Segal and attendance at legislative committee meetings. All mileage amounts will be calculated per Mapquest and copies of the Mapquest routes will be provided to the BLR with the monthly invoices, as well as copies of receipts for reimbursement of actual travel expenses.

In the event that services in addition to those described in Section 1 of this Agreement are required during the term of the Agreement, the Subcommittee shall vote to authorize additional work, subject to the approval of the Subcommittee co-chairs, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the maximum contract amount.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. Segal agrees that any claims against the BLR, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission, as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Legislative Council, or the Arkansas General Assembly.
7. **Indemnification.** Segal shall indemnify and hold harmless BLR, its Director, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, arising out of, or relating to, Segal's work under this Agreement.
8. **Liability.** Except with respect to the parties' indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.
9. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. Notwithstanding the foregoing, Segal may assign its rights and obligations hereunder to any of its affiliates or subsidiaries under common control and operating under the same trade name. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
10. **Subcontractors.** If at any point during the contract term Segal finds it necessary to utilize a subcontractor, Segal shall seek prior approval of the Legislative Council Executive Subcommittee (the "Subcommittee") before contracting any part of the work to be performed under this Agreement. The Subcommittee shall have the right to not approve or to require replacement of any subcontractor found to be unacceptable by the Subcommittee.
11. **Amendment.** This Agreement may be amended upon agreement of both parties to the Agreement and the approval of the Subcommittee and the Legislative Council. Any amendment to this Agreement must be in writing and signed by both parties.
12. **Confidentiality.** "Confidential Information" under this Agreement means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential information does not include any information which is (a) rightfully known to the recipient prior to its disclosure; (b) released to any other person or entity (including governmental agencies) without restriction; (c) independently developed by the recipient without use of or reliance on Confidential Information; or (d) or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.

Each party will protect the confidentiality of Confidential Information that it receives under the Agreement except as required by applicable law, rule, regulation, or professional standard, without the other party's prior written consent. Due to the BLR being a public entity within the State of Arkansas, all terms of this Agreement, including but not limited to fee and expense structure, are subject to disclosure under the Freedom of Information Act of 1967, Ark. Code Ann. § 25-19-101, *et seq.*

If disclosure of Segal's Confidential Information is required by law, rule, regulation, or professional standard, (including any subpoena or other similar form of process), the BLR shall provide Segal with prior prompt written notice thereof.

In consideration of Segal's and BLR's agreement to provide one another with access to their respective Confidential Information, Segal and BLR each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither Segal nor BLR shall in any manner disclose any Confidential Information of the other to any person, entity, firm or company whatsoever, without the express written consent of the other. Segal and BLR shall each take all steps necessary to ensure that their respective partners, subcontractors, affiliates, officers, employees, independent contractors, agents and other representatives (collectively "Representatives") maintain the Confidential Information in confidence.

13. **Restriction of Boycott of Israel.** In accordance with Arkansas Code § 25-1-503, Segal hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.
14. **Restriction of Boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries.** In accordance with Arkansas Code § 25-1-1101, *et seq.* Segal hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Segal and BLR have executed this Agreement this 15th day of March, 2024.

THE SEGAL GROUP, INC.:

Patrick Klein, Vice President

Date

**BUREAU OF LEGISLATIVE
RESEARCH:**

Marty Garrity, Director

Date

DRAFT

ATTACHMENT A

Fee Schedule: The Segal Group

DESCRIPTION	PRICE PER HOUR
Supervisor	SVP: \$525 VP: \$475
Other Professional Staff (List by Position)	VP: \$475 Consultant: \$375 Analyst: \$260
Support Staff	Segal includes administrative work free of charge
DESCRIPTION	PRICE PER UNIT (IF APPLICABLE)
Subcontractors (if any)	N/A
Travel	N/A
Any Additional Goods & Services (List Individually)	N/A
TOTAL MAXIMUM AMOUNT OF BID: \$500,000	