

CONSULTANT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between the Georgia Center for Opportunity, Inc. (“GCO”) located at 5051 Peachtree Corners Circle, Ste. 200, Norcross, Georgia, 30092, and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. The BLR desires to hire GCO to provide detailed and accurate information concerning Arkansas's public assistance and workforce development programs and to provide recommendations to the Legislative Council's Hospital, Medicaid and Developmental Disabilities Study Subcommittee (the "Subcommittee") with the study assigned to it by Act 145 of 2025, as set forth in GCO's Scope of Work for Arkansas Workforce & Safety Net: Program Coordination Study, dated September 2, 2025 (the “Services and Fees Document”). The information provided by GCO under this Agreement shall be for the use and information of the Subcommittee, the members of the Legislative Council, and the Arkansas General Assembly.

GCO and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains GCO to perform the Services as set forth in GCO's Scope of Work and Fees document, as accepted by the Subcommittee on September 22, 2025. The Scope of Work and Fees document is attached hereto and incorporated into this agreement by reference as Attachment A.
2. **Data Required by GCO.** In order to perform the Services, GCO will require information that is held by various entities other than the BLR, including without limitation the Department of Commerce - Division of Workforce Services, the Department of Human Services, and the Department of Education. The parties acknowledge that such data and information is in the possession of third parties; that GCO 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 GCO to contact the various entities holding the information that GCO 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 GCO. BLR acknowledges and agrees that while GCO is relying on this data and information from such third parties in connection with its provision of the services under this Agreement, GCO makes no representation with respect to and shall not be responsible for the accuracy or completeness of such data and information, and/or the use of any Deliverables based on such data and information.
3. **Deliverables.** In connection with the Services to be provided, GCO will prepare various documents, including, without limitation, recommendations and reports, 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.

GCO will maintain full ownership of: (a) working papers of GCO; (b) pre-existing and/or hereinafter developed GCO materials or studies used in the provision of the Services and the Deliverables; (c) GCO know-how, processes, forms, and databases used in the provision of the Services and Deliverables, as well as any and all intellectual property owned by GCO that may be employed in providing the Services and Deliverables, with the

agreement and understanding that data provided by institutions of the State of Arkansas for analysis in this project, may be provided under a Data Use Agreement, which will require destruction of the data upon conclusion of the project. GCO 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 GCO will be notified by BLR. Except as described in Section 12 of this Agreement, GCO shall not discuss the Services or disclose the Deliverables until such time that the BLR provides GCO notice that the BLR has disclosed the Services and Deliverables to third parties.

4. **Term and Termination.**

- a. The term of this Agreement will commence on September 26, 2025, and terminate on January 31, 2026, with an option to renew for an additional six (6) month period, upon mutual agreement of the parties if the need of the Subcommittee, the Legislative Council, or the Arkansas General Assembly merits an extension.
- b. Either party may terminate the Agreement by giving ten (10) days prior written notice. The obligations of each of the Parties under Paragraphs 3 and 5 of the Agreement shall survive the termination for any work completed as of the termination date, and Paragraph 13 of the Agreement shall survive the termination of this Agreement without limitation.

5. **Fees and Expenses.** The Fees and Expenses related to this Agreement are outlined in the Scope of Work and Fees document, attached hereto as Attachment A and incorporated in this Agreement by reference. The maximum amount BLR will pay to GCO for the provision of the Services is Fifty-Five Thousand Dollars (\$55,000.00). GCO shall invoice BLR monthly for work completed in the prior month, based on actual time worked at the rates set forth in the Attachment A, and expenses incurred. All invoices shall be due and payable by BLR within thirty (30) days of receipt. Monthly invoices will include reimbursements for travel related to the work being performed by GCO 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 ALC 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. GCO 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.** Subject to Clause 8 below, GCO 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, GCO's work under this Agreement.
8. **Liability.** GCO shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an amount in excess of the fees paid by BLR to GCO for the defective portion of services that is the subject of the claim, and in no event will GCO's aggregate liability for all claims and/or defense obligations to the BLR exceed the total fees paid by the BLR for the specific portion of services in dispute. In no event shall GCO be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs) nor shall GCO be liable for any claim or demand against the other party by any third party (other than third party claims for which indemnification is available). The provisions of this paragraph shall apply regardless of the form of action, damages, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, including this Contract's indemnification and defense obligations. To be clear, GCO's obligations to indemnify the BLR or defend BLR shall not exceed the value of the fees paid by the BLR to GCO under this Contract. In the event indemnification or defense obligations exceed this fee, GCO is relieved of indemnification and defense liability.

The BLR shall not be liable to GCO 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 of BLR's liability 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. **Independent Contractor Status.** BLR and GCO intend that GCO be engaged to perform the services as an independent contractor. Nothing in this Agreement shall be construed as to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

GCO may not act as an agent for or on behalf of BLR or bind BLR in any manner.

10. **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, GCO 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.
11. **Subcontractors.** If at any point during the contract term GCO finds it necessary to utilize a subcontractor, GCO shall seek prior approval of 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.

12. **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.
13. **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 GCO’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 GCO with prior prompt written notice thereof.

In consideration of GCO’s and BLR’s agreement to provide one another with access to their respective Confidential Information, GCO and BLR each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither GCO 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. GCO 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.

14. **Restriction of Boycott of Israel.** In accordance with Arkansas Code § 25-1-503, GCO 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, GCO and BLR have executed this Agreement this 26th day of September, 2025.

**GEORGIA CENTER FOR
OPPORTUNITY, INC.:**

By: _____

Randy Hicks, President & CEO

Date

**BUREAU OF LEGISLATIVE
RESEARCH:**

Marty Garrity, Director

Date

ATTACHMENT A

"Scope of Work and Fees Document"

Arkansas Workforce & Safety Net: Program Coordination Study