

Employee Benefits Consulting Agreement

This Consulting Agreement (Agreement) is between Upshur County (Client) and Employee Benefits Consulting, LLC (Consultant), effective as of June 1, 2019.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior 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:

Disclosure and Recordkeeping

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. 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.

Recordkeeping

Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

FILED
TERRI ROSS
COUNTY CLERK
2019 JUN 14 AM 10:01
UPSHUR COUNTY, TX.
DEPUTY

Term & Termination

Term

The initial term of this Agreement shall be one year, commencing on June 1, 2019 and ending September 30, 2020 (Initial Term).

Thereafter, this Agreement will remain in effect until terminated as described below.

Termination

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

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

By mutual written agreement of the parties.

Cost of Services

Consultant delivers all services listed in the scope of services exhibit in return for a \$50,000 annual consulting fee paid monthly or quarterly based on Upshur County's preference.

Scorecard/Fee at Risk:

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 Account

Management Team consists of the following individuals:

Rachel Means – Lead Consultant, CEO

Kelly Sackett – Senior Benefits Consultant, Day to day service contact

Kyle Childress, Benefits Consultant, will be backup to Rachel/Kelly

Paige Mendez – Account Executive, back up to Kelly Sackett

Amy Wyatt – Account Manager, back up to Kelly Sackett

Kevin Hall – VP of Underwriting, in charge of monthly reporting and stop loss negotiations

CeCe Rosales – Pharmacy Advocate, assists employees with their RX costs and the County with negotiating PBM contracts

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.

Scope of Services

Health and Welfare Consulting & Marketing:

- Market all domestic lines of coverage and negotiate with the carriers for the most competitive rates, services, and contracts.

- Conduct monthly and quarterly reviews of the medical and pharmacy program to recommend cost saving solutions for the administration and utilization of this benefit.
- Review network utilization and plan designs to maximize plan steerage.
- Develop PPO geo access standards and network disruption analysis.
- Host on-site implementation meetings with selected carriers.
- Review medical utilization on a monthly basis with Upshur County.
- Provide benefit plan benchmarking upon request.

Underwriting / Reporting:

- Identify financial objectives, funding options, goals and risk tolerance.
- Forecast total plan cost and offer alternate cost saving measures (Funding analysis).
- Recommend competitive employee and employer contribution strategies.
- Develop COBRA premiums, maximum exposure, and potential savings
- Produce IBNR (incurred but not reported) reserve analysis if plan is self-funded in the future.
- Evaluate and compare managed care network discounts and network disruption
- Conduct mid-year review medical plan renewal projection.
- Provide financial monthly reporting package to better understand and monitor total plan costs.

Compliance:

- Review benefit plan documents including policies, certificates, booklets, plan documents, Summary Plan Descriptions (SPDs) and Summaries of Material Modification (SMMs).
- Provide ongoing access to our local and national Compliance

Department for any compliance-related questions or concerns such as FMLA, COBRA, HIPAA, etc.

- Host periodic client seminars and webinars on regulatory issues
- Distribute Directions Newsletter and Technical Bulletins issued on an as-needed basis (typically monthly but sometimes more frequently).
- Notify HR and benefit personnel of legislative changes affecting benefit plans on federal and state levels.
- Provide sample policies, procedures, checklists and training on FMLA and COBRA.
- Collect Schedule A's and prepare signature-ready Form 5500's Communication and Employee

Engagement Services:

- Conduct employee satisfaction surveys and analysis as needed.
- Coordinate on-site annual enrollment meetings to effectively communicate/enroll employees.
- Develop employee communications to educate and inform participants about the benefit program (as needed).
- Prepare annual enrollment packets which will include enrollment kits for all employees including benefits guide, enrollment instructions and various vendor brochures (bilingual if needed).

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.

Upshur County

[Handwritten Signature]

5-31-2019

Signature

Date

UPSHUR CO. JUDGE

Title

Employee Benefits Consulting, LLC

[Handwritten Signature]

6/5/19

Signature

Date

CEO

Title

FILED
TERRI ROSS
COUNTY CLERK
2019 JUN 14 AM 10:01
BY [Signature]
UPSHUR COUNTY, TX.
DEPUTY