

## **Consulting Agreement**

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This Consulting Agreement (Agreement) is between Montgomery County (Client) and Haylor, Freyer & Coon, Inc. (Consultant), effective as of January 1, 2018.

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:

### **1. Scope of Services to be Provided by Consultant**

Consultant will provide Client with the consulting and brokerage services listed below:

#### **A. Renewal Services.**

- Analysis comparing costs, plan designs, administration expenses, network discounts and network access for existing and proposed alternative benefits coverage
- Provide cost projections for the renewal plan year for employee benefit coverage to be provided each calendar year
- Provide County with detailed invoices, unless carriers/providers or other employee benefits vendors provide direct billing
- Claims analysis to isolate problematic areas
- Interpret claims data and develop action plan
- Insurance carrier contract renewal management
- Carrier evaluation
- RFP creation and marketing as agreed upon
- Ancillary (ie dental, vision, std, ltd, etc.) lines of coverage renewal management

**B. Strategic Services.**

- Assist County in managing risks and costs of the employee health benefits coverage.
- Assist in Stop Loss Strategy and Renewal Management
- Creation of employee benefits strategic plan — Reviewing claims experience, claim service, and claim administration to ensure maximum benefit to Montgomery County
- Obtain comprehensive claims reports for active medical, prescription drug and dental coverages detailing paid claims/reimbursements, premium/funding and enrollment summaries. Review these reports with County on a quarterly basis or as needed. Identify and discuss trends impacting implemented programs
- Develop a solicitation/negotiation strategy and participate with the County in all negotiations with providers on all issues, including those related to premiums, benefit levels, plan design and special terms and conditions
- Periodic review to ensure all benefits are in compliance with State and Federal Law
- Ongoing service with carrier — Work as an advocate for the County when disputes arise regarding billing issues

**C. Enrollment.**

- Employee enrollment meetings
- Collection and review of enrollment materials
- Enrollment communication to carrier
- Updated benefit comparisons
- Retirement plan administration — Premium billing and collection, retire benefit education and correspondence
- Enrollment communication campaign

**D. Employee Communication.**

- Employee newsletters
- Benefits education campaign
- Wellness campaign consulting

#### **E. Compliance Resources.**

- Health Care Reform news and information
- Compliance management with regards to federal and/or state laws including:
  - COBRA
  - HIPAA
  - FMLA
  - Internal Revenue Code Section 125
  - Medicare Part D
- Additional employment laws
  - Assist Montgomery County in complying with laws and regulations related to employee benefits. (PPACA — Patient Protection & Affordable Care Act)
- Summary Plan Description audit

#### **F. Human Resources.**

- Portal for employees to access HR/benefits information
- Employee handbook resources and assistance
- Access to professional community
- Benchmark survey data (per availability)
- HR library of forms

#### **G. Stewardship Report.**

- Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:
  - Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs; and
  - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements

## **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. 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. 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 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.

## **4. Term & Termination**

### **A. Term.**

The term of this Agreement shall commence on January 1, 2018 and end December 31, 2020. 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**

Client agrees to pay Consultant Professional Fees as outlined in Exhibit I.

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.

## **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 Account Management Team consists of the following individuals:

Primary Service Team:        **Rebecca Perkins, Benefits Consultant**  
   **Lisa Pennisi-Wandell, Account Manager**  
   **Thomas Flynn, Benefits Consulting Department Manager**

## **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.

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**Montgomery County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Haylor, Freyer & Coon, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Exhibit I**

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**Outline of Fees for Services**

1. Professional Consulting Services      **\$10.00** Per Enrollee/Retiree Per Month

*Example:	275 Active Employee @ \$10.00 = \$2,750.00
	250 Retirees @ \$10.00 — <u>\$2,500.00</u>
	<b>Total=                      \$5,250.00</b>

***\*Any standard commissions received by Haylor, Freyer & Coon on Fully Insured products are outside of this fee for service agreement.***

**Montgomery County**

**Haylor, Freyer & Coon, Inc.**

\_\_\_\_\_  
Signature & Date

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Signature & Date

**Witnessed by:**

**Witnessed by:**

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Signature & Date

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Signature & Date