

# Consulting Agreement

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This Consulting Agreement (Agreement) is between The Town of Nags Head (Client) and Employee Benefit Advisors, Inc. (Consultant), effective as of November 1<sup>st</sup>, 2015.

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, actuarial and brokerage services listed below:

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

- Underwriting analysis of renewal
- Creating actuarial rates
- Claims analysis to isolate problematic areas
- Interpret claims data and develop action plan
- Mid-year renewal
- Insurance carrier contract renewal
- Carrier evaluation
- Voluntary needs analysis and market study
- RFP creation
- Plan design modeling
- Ancillary lines of coverage renewal

### **B. Strategic Services.**

- Employee questionnaire
- Creation of employee benefits strategic plan
- Benchmark plan design for comparison
- New employee administration
- Ongoing service with carrier

**C. Enrollment.**

- Employee plan selector module
- Employee enrollment meetings
- Collection and review of enrollment materials
- Enrollment communication to carrier
- Retirement plan administration
- Enrollment communication campaign

**D. Employee Communication.**

- Employee newsletters
- Benefits education campaign
- Employee benefit statements
- Wellness campaign
- Social media consulting

**E. Compliance Resources.**

- Health Care Reform news and information
- Health Care Reform penalty modeling
- Information on compliance with federal and/or state laws including:
  - COBRA
  - HIPAA
  - FMLA
  - Internal Revenue Code Section 125
  - Medicare Part D
  - Additional employment laws
- Summary Plan Description audit

**F. Human Resources.**

- Portal for employees to access HR/benefits information
- Employee handbook
- Access to professional community
- Benchmark survey data
- 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. 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. 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 initial term of this Agreement shall be three years, commencing on November 1st. 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 are based upon benefit selections. Consultant will disclose all fees once renewal decisions are made and costs will not increase premiums currently paid or expected to be paid at renewal time.

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, retiree medical plans, special employee surveys and employee communication materials.

## **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: Douglas Dunn, Practice Leader  
Zach Brock, Director, Client Services  
Mack Robinson, Sr. VP, Partner Development

Additional Key Resources: Harrison Dunn, Client Services, Technology 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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*Signature*

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*Date*

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*Title*  
Employee Benefit Advisors, Inc.

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*Signature*

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*Date*

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*Title*

