

# CONSULTING SERVICES AGREEMENT

Consulting Services Agreement (“Agreement”) is made as of the 1st day of July, 2016, by and between Williams-Manny, Inc. (Consulting Company), whose address is 555 Perryville Road Rockford, IL 61108 and Winnebago County Administration whose address is 404 Elm Street, Rockford, IL 61101.

WHEREAS, Client desires to obtain certain services in connection with the employee benefits insurance programs maintained by Client, and Consulting Company desires to provide these services in accordance with the terms set forth within this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Services.** Consulting Company agrees to provide Client with the consulting services described in the attached Schedule “A” (the “Services”).

2. **Term.** This Agreement is effective upon execution by the parties, and the services shall commence as of the date set forth in the attached Schedule “B” (the “Commencement Date”) and, subject to the provisions for termination in Schedule “B”, shall continue until the date set out in Schedule “B” (the “Termination Date”). Should the parties wish to renew or extend the provision of the Services past the Termination Date, the parties may do so by written agreement, signed by both parties within 90 days of the expiration date.

3. **Fees.** For and in consideration of the Services furnished by Consulting Company to Client under this Agreement, Client shall pay to Consulting Company the fees set out in Schedule “C.”

4. **Taxes.** Client agrees to pay the amount of any sales, use, excise, or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, Client shall provide Consulting Company with a certificate acceptable to the taxing authorities exempting Client from the payment of any such taxes.

5. **Confidentiality.** Consulting Company acknowledges that during the term of this Agreement it may be provided with and/or have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, copyrights, logos, trademarks, financial and operational information, employee lists, and customer lists (collectively “Confidential Information”). Consulting Company agrees not to use or disclose any of Client’s Confidential Information in any manner or for any purpose at any time during or after the term of this Agreement, except as required by law or as required during the course of Consulting Company’s work for client, unless authorized in writing, by Client. Upon termination of this Agreement and upon receipt of a written request from Client, all

Confidential Information provided to Consulting Company by Client in Consulting Company's possession relating hereto shall be turned over to Client (providing Consulting Company may retain a confidential archival copy of the same for its file).

Likewise, Client agrees to keep confidential in all matters and not publish, dispense or use in any manner or by any means, but other than for internal company business, any of Consulting Company's work product or any services, product or software license from Consulting Company.

The provisions of this Section 6 shall survive any termination of this Agreement.

6. **Independent Contractor.** Consulting Company is an independent contractor. Neither Consulting Company nor Consulting Company's employees or agents are, or shall be deemed for any purpose to be, employees of Client. Client shall not be responsible to Consulting Company, Consulting Company's employees, agents or any governing body for any payroll related taxes relating to the performance of the Services. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into contracts on behalf of the other which would impose liability upon one party for any act or failure to act by the other.

7. **Severability.** If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, that provision shall, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other parties or circumstances.

8. **Notices.** Any notices required to be given to any party under the terms of this Agreement shall be in writing and shall be either (a) delivered in person; or (b) forwarded by First Class United States Mail to the postal address of the parties shown herein above. Any notice forwarded by First Class United States Mail shall be deemed to be received three (3) days after mailing. Any party may change its address by notice served as mentioned herein.

9. **Amendment and Assignment.** This Agreement may be amended in whole or in part only by the written consent of the parties hereto. Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto.

10. **Entire Agreement.** This Agreement and the schedule attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement, except as specifically set out in this Agreement.

11. **Governing Law.** The governing law of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each party irrevocably and unconditionally consents to the exclusive jurisdiction of the state and federal courts located in Rockford, Illinois, for the purpose of any action or proceeding brought by either party in connection with this Agreement or any alleged breach thereof, and waives any objection to the jurisdiction of said courts.

12. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other by facsimile transmission (or otherwise transmitted) and a signature transmitted by any such transmission shall be deemed to be that party's original signature for all purposes.

The parties, each having read and understood this Agreement, have duly executed this Agreement as of the date first written above.

**CONSULTING COMPANY:**

**CLIENT:**

Williams-Manny, Inc.

Winnebago County Administration

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## APPENDIX A

### CONSULTING SERVICES

Consultant's will provide the following services related to the (CLIENT) Employee Benefit Plan, *including but not limited to:*

- Serve as Client advisor on all health related issues;
- Provide analysis or renewal terms offered by current insurers and service providers;
- During the initial term, investigate all viable programs, insurers, and service providers, and provide through cost benefit analysis report of each option, including recommend improvements in the self-insurance and HMO plans;
- As requested by Client evaluate alternative health plan providers;
- Act as an advocate on behalf of Client to resolve administrative problems on a timely basis;
- Act as an advocate on behalf of Client to resolve all claim disputes;
- Assist on employee open enrollment meetings as needed;
- Provide employee education meetings as necessary;
- Provide information on market trends periodically including recommendations on plan changes;
- Provide information and advice regarding state or federal legislation applicable to Client life, health, dental and disability plans;
- Provide a monthly newsletter to HR staff;
- Provide special reports as requested by Client;
- Provide monthly and annual performance reports including experience analysis;
- Provide initial analysis of the current plan including areas of potential cost savings to client
- Annually provide future funding projections;
- Coordinate timely premium quotes by TPA's and Stop Loss Insurers.
- Recommend cost containment strategies and perform cost benefit analysis on options;
- Provide oversight of Client benefit communication process;
- Assist in establishing funding rates/employee rates for each plan year;

- Provide access to Employee Benefit Center, Employee Resource Center, HRinsider Communication portal;
- Broker and place stop loss insurance and other health related insurance policies;
- Assist in the development of Wellness programs;
- Continually search for cost reduction strategies and present to Client staff;
- Ensure accuracy of all plan booklets and related documents;
- Provide services related to compliance matters such as HIPAA and Medicare Part D;
- Provide other assistance and advice as needed or requested by client.

## **SCHEDULE B**

### **Term**

This Agreement shall be effective as of July 1, 2016 (the “Commencement Date”) and will be for one year with four one year options and may be terminated at any time, for any reason, by mutual agreement of the parties or by giving thirty (30) days written notice to the other party. In the event of such termination by the Client, Consultant shall be paid its applicable compensation through the effective date of termination, provided there is no dispute as to whether consultant is entitled to that compensation.

## SCHEDULE C

### Fees and Invoices

1. **Fees:** For all Services satisfactorily rendered by Consultant during the term of this Agreement, the Client shall pay Consultant \$66,000 annually for this agreement; such sums to include Consultant costs, if any, for telephone communications, postage, travel expenses and other expenses incurred by Consultant in connection the provision of the Services. The Client shall pay Consultant the agreed-upon compensation in twelve equal installments at monthly intervals following Consultant's provision of the Services and submission of a proper invoice to the Client documenting Consultant's rendering of the Services. In the event the Consultant qualifies for a marketing allowance or bonus from an insurance company and the allowance or bonus is included in the Client's retentions then such payment will be credited to the Client's annual consulting fee. If the marketing allowance or bonus is not included in the Client's retention, the allowance or bonus will not be credited to the client's annual consulting fee. In the event the Consultant receives commissions from an insurance company on any employee paid voluntary insurance products those commissions will not be credited to the Client's annual consulting fee. Consultant shall be responsible for payment of all state and federal taxes in connection with its performance of the Services and receipt of compensation under this Agreement.

2. **Invoices:** Consulting Company shall invoice Client for the services rendered. All invoices are due and payable according to the Illinois Prompt Payment Act.