

CONSULTANT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between The Stephen Group (“TSG”), located at 814 Elm Street, Ste. 309, Manchester, New Hampshire, 03101, and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. TSG provides Health Care Program Reform/Medicaid Consulting Services. The BLR desires to hire TSG to assist the members of the Arkansas General Assembly by providing review, analysis, and recommendations regarding the Living Choices Assisted Living Provider Survey Summaries and the 2020 Living Choices Assisted Living Waiver Rates Report provided to the Department of Human Services by Milliman on March 1, 2019 (the “Milliman Report”).

TSG and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains TSG to perform the Services as set forth in the Statement of Work (“SOW”), which is attached hereto and incorporated into this agreement by reference as Attachment A. Any work requested of TSG by an individual member or a committee of the Arkansas General Assembly, must receive approval of the chairs of the Executive Subcommittee of the Legislative Council (the “Subcommittee”) prior to commencement of work on the project by TSG. The Subcommittee may assign its authority under this contract to another committee or task force of the General Assembly upon an affirmative vote of a majority of the members of the Subcommittee.
2. **Deliverables.** In connection with the services to be provided under the SOW, TSG will prepare various documents, including without limitation reports (the “Deliverables”) to be provided to the BLR for use by the members and committees of the Arkansas General Assembly. The Deliverables shall include: a report of findings and recommendations regarding the Milliman report; in-person meetings with the Subcommittee or Subcommittee Chairs, upon the request of the Subcommittee Chairs; and attendance at other legislative committee meetings, as authorized by the Subcommittee Chairs.

Except for the following, the BLR will own the Deliverables: (a) working papers of TSG; (b) pre-existing TSG materials or studies used in the provision of the Services and the Deliverables; (c) TSG know-how and processes used in the provision of the Services and Deliverables as well as any and all intellectual property owned by TSG that may be employed in providing the Services and Deliverables. TSG is providing the Services and Deliverables for the use and benefit of the Subcommittee and the Arkansas General Assembly. 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 the Subcommittee Chairs. Except as described in Section 10 of this Agreement, TSG shall not discuss the Services or disclose the Deliverables until such time that the BLR provides TSG notice that the BLR has disclosed the Services and Deliverables to third parties.

3. **Term and Termination.** The term of this Agreement will commence on March 20, 2019, and terminate on April 15, 2019, with an option to renew for an additional six (6) month period upon mutual agreement of the parties if the need of the Subcommittee or the Arkansas General Assembly merits an extension.

Either party may terminate the Agreement by giving ten (10) days prior written notice.

4. **Fees and Expenses.** The Fees and Expenses related to this Agreement are outlined in the Fee Schedule that is incorporated in this Agreement by reference as Attachment B. The maximum amount BLR will pay to TSG for the provision of the Services is Eighteen Thousand Six Hundred and Fifty Dollars (\$18,650.00). This total maximum contract amount includes the time spent in the completion of the Services as set forth in the SOW, as well as other administrative costs including without limitation secretarial, bookkeeping, budget preparation, monitoring and auditing services. The total maximum contract amount will cover any and all expenses for travel related to performing the Services under this Agreement. TSG shall invoice the BLR for the services rendered under this contract and its expenses incurred upon completion of the work. The invoice will include reimbursements for travel related to the field work being performed by TSG. 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.
5. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. TSG agrees that any claims against the BLR whether arising in tort or in contract, shall be brought before the Arkansas 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 Subcommittee, or the Arkansas General Assembly.
6. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
7. **Subcontractors.** If at any point during the contract term TSG finds it is necessary to use a subcontractor in performing any of the Services described in the SOW, TSG shall seek prior approval of the Subcommittee before subcontracting any part of the SOW. The Subcommittee shall have the right to require replacement of any subcontractor found to be unacceptable by the Subcommittee.
8. **Amendment.** This Agreement may be amended upon agreement of both parties to the Agreement and the approval of the Subcommittee. Any amendment to this Agreement must be in writing and signed by both parties.
9. **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) 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 TSG'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 TSG with prior prompt written notice thereof.

In consideration of TSG's and BLR's agreement to provide one another with access to their respective Confidential Information, TSG and BLR each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither TSG 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. TSG and BLR shall each take all steps necessary to ensure that their respective affiliates, officers, employees, independent contractors, agents and other representatives (collectively "Representatives") maintain the Confidential Information in confidence.

10. **Boycott of Israel.** Pursuant to Arkansas Code § 25-1-503, TSG 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]

[Draft: 03/19/2019]

IN WITNESS WHEREOF, TSG and BLR have executed this Agreement this 20th day of March, 2019.

The Stephen Group:

John Stephen, Managing Partner

Date

BUREAU OF LEGISLATIVE

RESEARCH:

Marty Garrity, Director

Date

DRAFT

ATTACHMENT A – Statement of Work

It will be the responsibility of TSG to provide the BLR, and, ultimately the members of the Subcommittee and members of the Arkansas General Assembly with a detailed assessment and recommendations final report on the following:

- Review of the Milliman report and provide analysis to the Subcommittee regarding whether there are any shortcomings or gaps in Milliman's approach or assumptions, including without limitation any identifiable issues that need further attention and analysis;
- TSG will submit a report of its findings no later than March 29, 2019.

DRAFT

ATTACHMENT B – FEE SCHEDULE

The Stephen Group Staff:

<u>DESCRIPTION</u>	<u>PRICE PER HOUR</u>
Supervisor/Project Manager	\$290
Senior Consultants	\$250
Support Staff	\$75
Research Analysts	\$75
Data Analysts	\$75
Actuary	\$200

DRAFT