Benefit Advisory Services Agreement

THIS AGREEMENT, made and entered into on this ___day of_____ , by and between Peel & Holland, Inc., 1120 Main, P.O. Box 427, Benton, Kentucky 42025, hereinafter referred to as "ADVISOR," and **Marshall County Fiscal Court** hereinafter referred to as the "CLIENT,"

WITNESSETH:

WHEREAS, CLIENT desires to engage ADVISOR to perform services related to employee benefits advisory and insurance placement services, hereinafter referred to as "SERVICES" and ADVISOR desires to accept such engagement; and

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

Benefit Advisory Services

A. ADVISOR perform the following services on behalf of the CLIENT:

1. Review all insurance contracts and employer forms relating to health, and drug benefits, dental, vision, group life, HRA/FSA, and voluntary benefits and make recommendations to the CLIENT on such contracts.
2. Coordinate enrollments and assistance with annual open enrollment for eligible employees during the period(s) contracted.
3. Provide assistance with questions on behalf of CLIENT including but not limited to health insurance claims, eligibility, plan selection for employees.
4. Provide consultation on issues relating to cost share, stop-loss or insured plan underwriting, plan administration, and oversight in bid processes annually.
5. Review and provide commentary on plan data such as claims, administrative and reinsurance costs and comparisons of data for varying years as agreed to by CLIENT.

6. Prepare annual request for proposals (RFP) if CLIENT requests formal bid processes. Provide oversight and ADVISOR services in review of bids, assembly of data received by bidders and make specific recommendations to CLIENT for placement or procurement of health/drug, dental & vision insurance contracts.
7. Include analysis of Kentucky Employee's Health Plan (KEHP) as compared to insured options, self-insured options, association options, and existing benefit plan structures, contracts, and components.
8. Review preferred provider agreements and assist client in comparing and selecting preferred provider organizations (PPO).
9. Assist CLIENT with meetings and ADVISOR on benefit plan issues with employee groups as requested by CLIENT.
10. Provide advice for all other areas of health, dental and drug plan operations as requested by CLIENT.
11. Provide COBRA administrative services via a separate administrative party as per a separate agreement between, U.S. Admin, LLC and CLIENT.
12. Develop and provide a custom employee benefits guide in digital format. Hard copies and reprints or additional copies of each guide shall be at cost and responsibility of CLIENT upon request with both approval and authorization required.
13. Where data is available and authorized, provide data mapping and de-identified member claim analytics services to CLIENT for medical and prescription drug claims and make available HIPAA compliant reports and dashboard reviews periodically to assist CLIENT with managing, modeling benefit plans, and understanding cost drivers.

Service Fees & Commissions

B. For the services rendered as described in Section A, CLIENT shall pay ADVISOR a fee of $42,500 per annum. This fee is payable in two equal installments of $21,250.00, the first installment due and payable December 2017; future installment of $21,250.00 to be billed, due, and payable January 2018. Wellness services are contracted separately with CLIENT and are billed under separate fee schedule. Carriers may not waive standard commissions on ancillary or voluntary plans and if such are utilized then these commissions may be earned in addition to other fees specified within this agreement in respect to providing daily services to members. Charging fees and expenses by ADVISOR for the services enumerated shall not preclude ADVISOR charging and receiving a commission or fee as an agent or consultant in a separate transaction between CLIENT and ADVISOR should there be any such separate transaction.

C. CLIENT acknowledges that, with respect to providing advice and assistance placing insurance-related products, ADVISOR is acting as an insurance agent (as defined in KRS Chapter 304.9-020) and subject to provisions of KRS Chapter 304.11-020 TO 304.11-050. Further CLIENT meets the definition of "client" as denoted in KRS Chapter 304.11-020 TO 304.11-050 for health insurance.

D. CLIENT agrees that ADVISOR's sole responsibility is to provide advice in an objective manner in accordance with the terms of the contract. CLIENT understands and acknowledges that in many instances ADVISOR's advice will simply consist of an opinion. Although CLIENT may delegate to ADVISOR certain decisions as part of the service rendered by ADVISOR pursuant to this contract, only CLIENT, and not ADVISOR, shall be responsible for such decisions. ADVISOR's obligation to CLIENT shall be limited to providing CLIENT with an opinion based upon professional experience at the time such opinion is presented. CLIENT acknowledges that ADVISOR makes no representations nor warranties concerning the quality, effectiveness, or results of the advisory services, and CLIENT assumes full risk for, and

shall hold ADVISOR harmless from, all results of following or rejecting ADVISOR's advice or recommendations.

E. CLIENT shall release ADVISOR from providing any services required herein if ADVISOR is prevented from providing the services outside its control, or if any outstanding bill which is due and payable by CLIENT to ADVISOR for past services is not paid in accordance with this contract.

F. Termination: CLIENT agrees that the initial term of this agreement and associated fees shall continue at least until December 31, 2018. Fees related to each service and/or commissions, included in each plan, shall continue to become due and payable throughout the length and term of the entire agreement.

G. Exclusivity: CLIENT agrees that the ADVISOR named herein shall be, and remain, the exclusive advisor, throughout the entire term of the agreement, and CLIENT shall retain all information related to the plan, operations, structure, reports, conversations, and other such related communications and functions as confidential and privileged between CLIENT and ADVISOR.

H. This agreement has been entered into by Marshall County Fiscal Court and Peel & Holland, Inc.

IN TESTIMONY WHEREOF, Peel & Holland, Inc. and Marshall County Fiscal Court each has caused its name to be hereunto affixed on this date first written above.

Date:	Gregory Carlton, RHU, ChHC, CLU, ChFC Senior Vice President Principal / Consultant Peel & Holland, Inc.
Date:	Marshall County Fiscal Court (Authorized Official)