

CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2022, by and between Julie Yarmer, Freedom Claims Management, Inc., hereinafter referred to as “The Consultant,” and City of Arkansas City, Kansas hereinafter referred to as “The Client.”

WHEREAS, The Client desires to establish a business relationship whereby The Consultant will undertake to act as a limited agent for The Client for services outlined in Exhibit A.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, it is agreed by The Consultant and The Client as follows:

Agreement

1. Term. This agreement shall be effective for a twelve-month period commencing on the date hereof.
2. Duties of The Consultant. During the term of this agreement, The Consultant shall provide to The Client those services outlined in Exhibit A. Notwithstanding the foregoing, it is understood and acknowledged by the parties that The Consultant shall perform its analysis and reach its conclusions about The Client’s employee health and prescription benefit plan and make professional recommendations.
3. Services. The Consultant agrees to comply with all the rules, policies and procedures of The Client as modified from time to time. The Consultant will perform all The Consultant’s responsibilities in compliance with all applicable laws.
4. Compensation. For services to be rendered by The Consultant hereunder, The Consultant shall receive from The Client a fee of \$1,250 per month. Payment will be due the first of each month, payable by the 10th.

Confidential and Proprietary Information

The Client and The Consultant agree to use any confidential or proprietary information only in accordance with this Consultant Agreement. The Client will cooperate in providing The Consultant with access to information which may be required by The Consultant to perform services under this Consultant Agreement. The Consultant will endeavor to protect the confidentiality of the enrollee’s personal information.

Early Termination of Agreement

This Consultant Agreement may be terminated prior to the end of its initial Term, as follows.

1. On any date mutually agreeable to The Client and The Consultant, or
2. Ninety (90) days after The Consultant receives written notice of termination by The Client, or
3. Ninety (90) days after The Client receives written notice of termination by The Consultant.

Liabilities Prior to Termination

In the event this Consultant Agreement is terminated, The Client and The Consultant will be relieved of any further liability or obligation under the agreement, except for any obligations or liabilities which may arise from performance under the terms of this Consultant Agreement prior to termination thereof.

Notice Between Parties

Any notice to be given under the terms of this agreement shall be effective if given in writing and sent by United States mail, postage prepaid, and addressed as follows:

If to The Client:

City of Arkansas City, Kansas
Attention: Randy Frazer, City Mgr.
118 W. Central
Arkansas City, KS 67005

If to The Consultant:

Freedom Claims Management, Inc.
Attention: Julie Yarmer, President
P.O. Box 1365
Great Bend, KS 67530

Notices sent by U. S. mail shall be deemed to have been received three (3) business days after the postmark date.

Modification of Agreement

This Consultant Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification or amendment shall be valid unless in writing, signed by each of the parties hereto.

Force Majeure

Should the performance of services required under this agreement on the part of either The Consultant or The Client be prevented or delayed by an act of God, governmental authority, or any other cause beyond either party's control, the time period for the performance of services will be extended for a period of time equal to the delay, and delayed performance will be excused. In such event, however, both parties agree to use reasonable efforts with respect to performance of their obligations under this Consultant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

City of Arkansas City, KS

By _____

(Title) _____

Date _____

Julie Yarmer, Freedom Claims Management, Inc.

By _____

(Title) _____

Date _____

EXHIBIT A

1. Consulting and review of the 2023 Health Insurance renewal. If warranted, send out Request for Proposal (RFP) to receive alternate options.
2. Inform City of Arkansas City on up-to-date National Health Care Trends and Health Care Reform requirements/changes as well as Wellness best management practices on a quarterly basis or as requested by the City of Arkansas City.
3. Review and Consult Health Insurance Quarterly Utilization reports, as provided by the Carrier to analyze and project savings as if City of Arkansas City were covered under a Medical Expense Reimbursement Plan (MERP).
4. Provide an Employee Benefits Guide to include Annual Notices for 2022 Renewal, to be distributed to all employees by the Client.
5. COBRA Administration