

LAURA FLEET CONSULTING, PC
CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“**Agreement**”) is entered into effective as of _____, 2024, between **Laura Fleet Consulting, PC**, an Oklahoma professional corporation (“**Consultant**”), and **OPEH&W Health Plan**. (“**Company**”).

1. Services.

1.1 Nature of Services. Consultant will perform services for Company as an independent contractor. Such services are more particularly described on Exhibit A (the “**Services**”). Consultant will perform such services in a diligent and professional manner and in accordance with the best practices of Consultant’s industry and in accordance with the schedule, if any, set forth in Exhibit A. Except as specified on Exhibit A, Company agrees that Consultant’s services need not be rendered at any specific location and may be rendered at any location selected by Consultant.

1.2 Relationship of the Parties. Consultant enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed personally by Consultant and may not be subcontracted. Under no circumstances shall Consultant look to Company as his/her employer, or as a partner, agent or principal. Consultant shall not be entitled to any benefits accorded to Company’s employees, including without limitation workers’ compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant’s expense, and in Consultant’s name, any disability, workers’ compensation and other insurance as Consultant deems necessary or desirable as well as licenses and permits usual or necessary for conducting the Services.

1.3 Compensation and Reimbursement. Consultant shall be compensated and reimbursed for the Services as set forth on Exhibit B. Consultant shall be solely responsible for any and all taxes, Social Security contributions or payments, unemployment taxes, and other payroll type taxes applicable to such compensation. Consultant hereby indemnifies Company and holds Company harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Company arising out of Consultant’s failure with respect to its obligations in this Section 1.3.

1.4 Qualifications. Consultant represents and warrants to Company that Consultant has sufficient expertise, training and experience to perform the Services.

2. Protection of Company’s Confidential Information.

2.1 Confidential Information. Company now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, “**Company Information**”). Company will be disclosing Company Information to Consultant during Consultant’s performance of the Services. Company Information includes not only information disclosed by

Company, but also information developed or learned by Consultant during Consultant's performance of the Services. Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company. By way of example and without limitation, Company Information includes any and all information concerning products, processes, formulas, designs, innovations, inventions, discoveries, improvements, techniques, research or development and test results, algorithms, software programs, schematics, software source documents, contracts, specifications, data, know-how, formats, sales and marketing plans, business plans, strategies, forecasts, unpublished financial statements, budgets, projections, personnel information, and customer and supplier identities, characteristics and agreements. Company Information also includes like third-party information which is in Company's possession under an obligation of confidential treatment.

2.2 Protection of Company Information. Consultant agrees that at all times during or subsequent to the performance of the Services, Consultant will keep confidential and not divulge, communicate, or use Company Information to the detriment of Company, or for the benefit of Consultant or any third party, except for Consultant's own use during the term of this Agreement to the extent necessary to perform the Services. Consultant further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Company Information from Company's principal place of business, without prior written approval of Company.

2.3 Exceptions. Consultant's obligations with respect to any portion of the Company Information as set forth above shall not apply when Consultant can document that (i) it was in the public domain at the time it was communicated to Consultant by Company; (ii) it entered the public domain subsequent to the time it was communicated to Consultant by Company through no fault of Consultant; (iii) it was in Consultant's possession free of any obligation of confidence at the time it was communicated to Consultant by Company; or (iv) it was rightfully communicated to Consultant by a third party free of any obligation of confidence subsequent to the time it was communicated to Consultant by Company.

2.4 Company Property. All materials, including without limitation documents, drawings, models, apparatus, sketches, designs, computer media, electronic files and lists, which are furnished to Consultant by Company or which embody or relate to the Services, the Company Information or the Innovations (as defined below), shall remain the property of Company, and shall be returned by Consultant to Company promptly at Company's request together with any copies thereof (in any form), and in any event promptly upon expiration or termination of this Agreement for any reason.

3. Conflicts of Interest.

3.1 Conflicting Commitments. Consultant has, and will enter into, no other agreements, relationships or commitments to any other person or entity which conflict with Consultant's obligations to Company under this Agreement. Without limiting the foregoing, during Consultant's engagement by Company, Consultant will not, without Company's express

prior written consent, provide services to, or assist in any manner, any business or third party which competes with the current or planned business of Company. Following termination of Consultant's engagement by Company, Consultant shall not provide services to, or assist in any manner, any business or third party using Innovations or IP Rights therein, Company Information, or Company Materials.

3.2 Intellectual Property of Others. Consultant will not disclose to Company or use in performing the Services, or induce Company to use, any invention, discovery, development, improvement, innovation, or trade secret that he does not own or have a right to use.

4. Termination of Agreement.

4.1 Term. This Agreement shall be effective for the period from the date hereof for the term set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party upon thirty (30) days' written notice, or by either party immediately upon notice of material breach of this Agreement by the other party. Unless otherwise expressly provided in Exhibit B, if this Agreement is terminated before the expiration of its term, Company's sole obligation shall be to pay Consultant for services rendered up to the effective date of termination.

4.2 Continuing Obligations of Consultant. The provisions of Sections 1.2, 1.3, 1.4, 2 and 5 shall survive expiration or termination of this Agreement for any reason.

5. Additional Provisions.

5.1 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Consultant shall have no right to assign this Agreement, by operation of law or otherwise. Any such purported assignment shall be void.

5.2 LIMITATIONS OF LIABILITY. EXCEPT FOR ANY DAMAGES OR COSTS ARISING PURSUANT TO SECTION 2 (PROTECTION OF COMPANY'S CONFIDENTIAL INFORMATION), NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS OR BUSINESS OPPORTUNITY) ARISING OUT OF THIS AGREEMENT, EVEN IF HE OR IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO CONSULTANT'S LIABILITY ARISING OUT OF HIS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.3 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

5.4 **Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

5.5 **Injunctive Relief.** Consultant acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Consultant Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

5.6 **Amendment and Waivers.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

5.7 **Attorneys' Fees.** The prevailing party in any action relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs, including costs and fees on any appeal.

5.8 **Indemnification.** Consultant shall defend, indemnify and hold Company harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising in favor of any third party as a result of Consultant's breach of any representation, warranty or covenant in this Agreement, or from the acts or omissions of Consultant.

5.9 **Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, addressed as follows:

Consultant: Laura Fleet Consulting, PC
 15700 Cambria Court
 Edmond, OK 73013

Company: To address set forth below Company signature

Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

COMPANY:

OPEH&W Health Plan

Address for Notices:

CONSULTANT:

Laura Fleet Consulting, PC

By: Laura Fleet, President

EXHIBIT A
Description of Services; Term

Role and Responsibilities

Consultant, and her independent contractors, shall make best efforts to enact language allowing self-funded health plans not currently enrolled in Insure Oklahoma to be included in Oklahoma's Insure Oklahoma program.

Consultant's Services to include:

- Drafting & editing legislation for client's approval
- Introduction of legislation for the 1st Session of the 60th Legislature
- Securing House & Senate authors for proposed legislation
- Secure placement of legislation on both House & Senate committee agendas and passage through both committees through lobbying efforts with both committees
- Secure placement of legislation on both House & Senate General Order calendars and passage through both chambers through lobbying both efforts with both chambers
- Obtain Governor's signature on enrolled legislation, allowing it to become law
- Lobbying all necessary members of Oklahoma's legislature
- Drafting white papers for lobbying efforts, with client's approval

Key Dates for the 2025 Legislature:

- November 15, 2024: Introduction of bills begins and continues to January 16, 2025
- February 3, 2025: Session Begins
- All House and Senate Committee and Floor deadlines will be established via concurrent resolution by both chambers when session begins.
- May 30, 2025: Legislature Adjourns, Sine Die

Term of Agreement

The engagement shall commence on _____, 2024 and shall continue in full force and effect until May 30, 2025 or in accordance with the Termination Provisions of this Agreement. The Agreement may be extended thereafter by mutual agreement.

EXHIBIT B
Compensation; Expenses

Compensation to be paid by Company to Consultant:

Four thousand dollars (\$4,000) per month, billed by Consultant, and paid at the beginning of each month for the next month's services.

Expenses incurred by Consultant:

Company shall reimburse Consultant for out-of-pocket expenses on a monthly basis. Expenses must be agreed in writing in advance by Company. All expenditures must be reasonably related to Consultant's agreed services and shall be consistent with prevailing Company policies. Expense claims shall clearly state the purpose of the expenditure and be accompanied by copies of written receipts.