

Agreement Between
City of Saginaw and HUB International
For
Benefits Consulting Services

THIS AGREEMENT, entered into the 1st day of May 2020, by and between **City of Saginaw, Texas** {herein called 'Company'} and **HUB International** (herein called 'HUB') to provide health and welfare consulting services for the Employee Benefits Program of the Company.

WITNESSETH:

WHEREAS, the Company is in need of assistance in the evaluation of the employee health and welfare benefits; and

WHEREAS, HUB has the unique expertise and experience necessary to provide the services; and

WHEREAS, the Company desires to contract with HUB to provide actuarial, health and welfare consulting services for the Employee Benefits program;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- I. INDEPENDENT CONTRACTOR RELATIONSHIP** – HUB is an independent contractor and not an employee or servant of the Company.
- II. SCOPE OF SERVICES** – HUB shall provide professional services, in compliance with all applicable federal, state and local laws and regulations relating to the services outlined under “**Exhibit A**”. Notwithstanding anything to the contrary contained in this Agreement, Company and HUB agree and acknowledge that Company is entering into this Agreement in reliance on HUB’s special and unique abilities. HUB accepts the relationship of trust and confidence established between it and the Company by this Agreement. HUB acknowledges that HUB shall be solely responsible for determining the methods for performing the services described in Exhibit “A” attached hereto. HUB covenants with Company to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of Company in accordance with Company’s requirements, in accordance with the highest standards of HUB’s profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The HUB warrants, represents, covenants, and agrees that all of the work to be performed by the HUB under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving the work to be performed in accordance with Exhibit “A” attached hereto and incorporated herein. HUB warrants, represents, covenants, and agrees that the work he performs will be accurate and free from any material errors
- III. COMPENSATION** – Beginning May 1, 2020, the City of Saginaw agrees to pay HUB a fee of \$3,125 per month (\$37,500 annually). HUB will place 100% of its compensation at risk annually based on the City’s satisfaction with HUB International services.

HUB will be recognized as the Agent of Record beginning May 1, 2020 on all current lines of coverage. Any commissions that are paid on existing coverage (from 5/1/20 to 9/30/20) will be accounted for and used as an offset to the annual \$37,500 consulting fees. As commissions are paid in arrears, HUB will provide a final accounting of all commissions paid on 2/1/2021.

- IV. TIME OF PERFORMANCE** - The term of this Agreement is from May 1, 2020 through April 30, 2021. This term constitutes the first year of the 3-year agreement initially executed May 1, 2020. Either party may terminate this Agreement at any time upon giving sixty (60) days written notice of its intention to do so.
- V. EMPLOYEES** – HUB employees, if any, who perform services for the Company under this Agreement shall also be bound by the provisions of this Agreement.
- VI. ASSIGNMENT** – The parties hereby agree that HUB may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of Company.
- VII. NOTICES** – Communication and details concerning this Agreement shall be directed to the following contract representatives:

City of Saginaw:
Gabe Reaume
City Manager
333 W. McLeroy Blvd.
Saginaw, TX 76179

HUB International:
Brent Weegar
Senior Vice President
10000 N. Central Expwy., Suite 1100
Dallas, TX 75231

- VIII. GENERAL COMPLIANCE** - HUB agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.
- IX. INDEPENDENT CONTRACTOR** - Nothing in this Agreement is intended, to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. HUB shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Company shall be exempt from payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as HUB is an independent contractor.
- X. INDEMNIFICATION -- HUB AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM HUB'S PERFORMANCE UNDER THIS AGREEMENT.**

Insurance HUB agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Agreement in the amounts not less than those required of other professional consultants and HUBs retained by Company. HUB shall provide Company with evidence of such coverages in a form which is acceptable to the Company. Such policies shall name the Company, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against the Company.

- XI. WAIVER OF CONTRACTUAL RIGHT – The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.**
- XII. CONSTRUCTION AND VENUE -** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. The parties hereto hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the state of Texas, county of Tarrant, for the purposes of all legal proceedings arising out of or relating to this Agreement or the actions that are contemplated hereby.
- XIII. ENTIRE AGREEMENT –** This agreement contains the entire agreement of the parties, with respect to the subject matter herein, and there are no other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
- XIV. AMENDMENTS -** Company or HUB may amend this Agreement, at any time, provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Company’s governing body, if necessary.
- XV. SEVERABILITY -** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XVI. Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Saginaw

HUB International, Inc.

Signature

Signature

Print

Print

Title

Title

Date

Date

‘EXHIBIT A’

SCOPE OF SERVICES

Analysis and reporting

1. Analyze existing coverage and identify or develop cost -saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the City of Saginaw in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the City of Saginaw's programs.
6. Provide financial and/or performance reviews of fully insured plans and programs.
7. Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports.
8. Assist in preparing overall employee insurance fund budget and projections.
9. Maintain full and accurate records with respect to all matters and services provided on behalf of the City of Saginaw's benefit plans and programs. Provide City of Saginaw staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the City of Saginaw's benefit plans and programs.
10. Provide impact analysis, plan options, and strategic recommendations with regard to PPACA.

Liaison and problem intervention

1. Act as liaison between the City of Saginaw and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with City of Saginaw staff, employees and/or retirees to facilitate and assist in the management of the City of Saginaw's employee benefit plans.
5. Assist the City of Saginaw in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

Compliance

1. Assist with ongoing plan administration and ensure that programs are in compliance with state and federal legislation.
2. provide on-site training to City of Saginaw staff, as needed, regarding regulatory updates, and/or best practice seminars for the effective administration of benefit plans.
3. Review and disseminate information to staff on new or revised state and federal legislation that impacts benefit programs.
4. Assist City of Saginaw staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.

Annual renewal process and evaluation

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Bid City of Saginaw health insurance program and employee benefits on an "as needed" basis. Review proposals and prepare an analysis of each with recommendations.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
4. Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.
5. Provide annual estimates of renewal rates and cost trends and assist City of Saginaw staff in preparation of budget figures.
6. Conduct thorough and applicable market research in preparation for contract renewals.
7. Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.
8. Represent the City of Saginaw in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the City of Saginaw.
12. Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
13. Attend, assist with, and coordinate the annual benefits fair and open enrollment meeting

Other service requirements

1. Assist in the development of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
2. Recommend and help develop enhancements and improvements for communications specific to the needs of the City of Saginaw's employees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, handbooks, and employee orientation, to include required compliance notices.
3. Provide timely research and responses to technical questions posed by City of Saginaw staff.
4. Provide regular and timely communications needed for the effective administrative of benefit plans.
5. Provide guidance and recommendations on items such as, but not limited to, trends in benefit plans, methods for improving costs containment, financial arrangements and administration.
6. Attend and assist with meetings as needed with the City of Saginaw's city council, City of Saginaw staff and employees.
7. Recommend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the City of Saginaw.
8. Develop and/or assist in developing and evaluating employee needs and satisfaction surveys.
9. Work collaboratively with other consultants and City of Saginaw staff.
10. Manage plan transitions as necessary between insurance providers.
11. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.