

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SERVICES AGREEMENT

This agreement is entered into by and between the County of El Paso (“County”), a political subdivision of the State of Texas, and Hub International Texas Inc., a Texas Corporation (“Contractor”).

WHEREAS, the County desires to employ an independent benefits consultant to provide advice and assistance to the County and its Risk Pool Board for employee health and dental benefits management and act as its representative with third party providers and other parties, as needed; and

WHEREAS, the County issued a Request for Proposals (RFP) #22-027 Consultation Services for Health and Dental Benefits for the County of El Paso) and Contractor submitted a proposal in response to the RFP;

WHEREAS, the Contractor is qualified to provide these services, Contractor is interested in contracting with the County for these services, and the RFP was awarded by the El Paso County Commissioners Court on November 07, 2022.

NOW, THEREFORE, the parties mutually agree as follows:

I. Scope of Services: The Contractor shall perform the services regarding the County’s employee health and dental benefits as more specifically described in the County’s Request for Proposals No. 22-027 Consultation Services for Health and Dental Benefits for the County of El Paso. (hereafter referred to as “RFP”, which is incorporated herein by reference and made a part hereof by attachment as Exhibit A); and the proposal submitted by Contractor in response to the County’s RFP, (hereafter referred to as “Response to RFP”, which is incorporated herein by reference and made a part hereof by attachment as Exhibit B). In the event of any conflict between the RFP and the Contractor’s Response to RFP, the RFP and the terms of this Agreement shall prevail.

A. Expectations – The services detailed below are expected to be provided by the contractor. Actual work will be directed by County and may involve other consulting services pertaining to health and welfare benefits that are not listed below.

B. Contractor shall present a progress and performance report to the Risk Pool Board at their monthly meeting regarding the Scope of Services as described in the RFP, as follows:

(1) Conduct business assessments, coverage and cost analysis, project management, and consulting services for all of the County Health Benefits needs and future requirements.

(2) Present a progress and performance report to the Risk Pool Board.

(3) Review, oversee, assist, provide resources, and cost analysis and effectiveness in the development of a short and long term Strategic Plan for the County. The plan must incorporate goals and objectives for the County's optimal uses of Health Benefits requirements. It must balance the need for Health Benefits coverage against the costs and limited financial resources of the County.

(4) Conduct strategic planning meetings to establish goals, priorities, and identify areas of concern for all benefit programs.

(5) Review and assess all Health Benefits plans and provide direction on why, what, who, how, and when to proceed with any projects.

(6) Conduct financial underwriting and claims analysis for self-funded medical and dental plan, including renewal analysis and negotiations, budget projections, funding levels and alternatives, large claims analysis and reporting of the plan's financial performance, and inform the County of any issue that could cause a financial impact to the County.

(7) Provide appropriate cost analysis of the current El Paso County Health and Dental Benefit Plan. Provide cost impact analysis as benefit changes are anticipated or recommended. Calculate, with the County, the appropriate employee funding and premium requirements, as well as case specific trend factors and reserve calculations.

(8) Evaluate and provide information regularly on medical and dental plan design in light of industry trends and labor market conditions, claims cost trends, alternative delivery systems, and legal requirements. Evaluate eligibility, cost sharing and benefits structure and network savings.

(9) Discuss cost containment alternatives to help control current and future plan costs in conjunction with the rate review. Review plan documents for content and legal requirements in conjunction with the Contractor's legal counsel and the County's legal advisor to ensure compliance.

(10) Prepare, review, and analyze Requests for Proposals and responses for County or employee benefits, services, and/or programs as requested by the County.

(11) Provide recommendations, analyze, and recommend methods for Retiree Health Coverage.

(12) Participate in meetings as determined by the County's management.

(13) Apprise County of local and national trends and innovative ideas, and recommend new products, programs and services to ensure competitive benefits plans or programs.

(14) Review and analyze claims experience data, claims service, efficiency, and accuracy of claims administration to ensure that County is receiving optimum service and benefits from all carriers and vendors. Annually review insurance carriers' contracts and Third Party Administrator's (TPA's) contract to assure the most cost effective provider utilization. Review specific stop loss limits.

(15) Review and provide on-going employee communications program, including a review of booklets, announcement materials, and benefits statements.

(16) Manage carrier/vendor relationships, review and advise on master contracts, review carrier service levels and compare to performance guarantees, resolve administrative issues, and conduct periodic meetings as necessary.

(17) Assist in COBRA, HIPAA, DOL, and other regulatory compliance and reporting to include Summary Plan Descriptions and other Plan Documents.

(18) Act as a technical resource and provide periodic updates on legislative developments and emerging trends.

(19) Upon the County request, conduct claim audit of the Third Party Administrator (TPA) to include medical claim payment functions and to evaluate the performance of the third party claims administrator.

(20) Provide Risk Pool Board Member orientation and training regarding their role and duties as well as a pertinent orientation covering auditing, legal, personnel, TPA, and continuing education requirements.

(21) Review and assess the County's Wellness Program. Apprise the County of any local or national trends in regard to wellness.

C. Contractor agrees that the Services performed by Contractor, its employees, agents, and subcontractors, will be of a high quality and performed in a professional manner in accordance with industry standards and practice. Contractor shall comply with all relevant federal, state, and local laws and regulations to include but not limited to complying with all requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, hereafter referred to as "HIPAA" relating to Contractor responsibilities under this Agreement and Business Associate Agreement attached hereto as Exhibit C.

D. Other representation and compensation. During the term of the agreement, since the Consultant will assist the County in evaluating, negotiating, and contracting for services, Consultant will be prohibited from bidding or representing any other vendor who bids on County health and benefit products and services. Further, Consultant will not directly or indirectly receive any compensation (including any rebate, commission, fees, etc.) from any insurer, broker, service provider or any other person relating to the County's health and benefit products or services.

II. Time of Performance: The duties of the Contractor shall commence on January 1, 2023 and terminate on December 31, 2025. Upon the expiration, the County shall have the option to renew this Agreement for two (2) additional one-year terms upon the same terms and conditions, unless terminated pursuant to Section VI of this Agreement.

III. Compensation and Method of Payment: The County will pay Contractor for the services payable at the rates set forth in Exhibit B of this Agreement. Except for the expenses set forth in Exhibit B which are approved by the County, Contractor shall be responsible for all the expenses incurred while performing services under this Agreement.

A. Contractor shall submit invoices for all services rendered to the County's Human Resources Department, which invoices shall be paid within thirty (30) days following receipt.

B. Contractor invoices shall include:

- (1) name of the person whose work is being billed for;
- (2) a plain English description of the work done within the time billed;
- (3) a legend or definitions for acronyms or other jargon used in the invoice;
- (4) date of the work done and the length of time spent on it;
- (5) disclosure if other clients are also being billed for the same work (training, conferences, preparation of materials, etc.)

C. Fees for services that are not invoiced to the County in a timely manner as provided above are deemed waived by Contractor.

IV. Project Manager: The County's Human Resources HR Manager is designated as project manager for this project. The Project Manager will monitor the Contractor's progress, provide evaluation as required, assist the Contractor in the resolution of problems, and approve and sign status reports and invoices.

V. Independent Contractor: It is expressly understood and agreed by and between the parties Contractor is hired and engaged as an independent contractor and is not an officer, agent, or employee of the County. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between the County and Contractor. Contractor shall be solely liable for and shall pay all applicable sales, use, and other taxes or charges incurred in connection with the services provided by it. Contractor shall be solely liable for and shall pay all costs of conducting business, including but not limited to any applicable city, county, state, or federal licenses, permits, taxes or assessments of any kind and conditions of employment of its employees, agents, and subcontractors.

VI. Termination of Agreement: Each party has the right to terminate this Agreement for any reason whatsoever upon thirty (30) days written notice to the other party. Costs appropriately incurred prior to the effective date of any notice of termination will be reimbursed. Upon termination of this Agreement, each party shall promptly return to the other all data, materials and other property of the other held by it.

VII. Representations: Contractor represents the Contractor has the authority to enter into this Agreement and to perform all obligations hereunder.

VIII. Indemnity: The Contractor releases the County from, and agrees to indemnify and hold the County harmless against, any claims, demands, damages, costs, and expenses (including reasonable attorney's fees for defending the claims and demands) for injury or damage to the person or property of the Contractor or any other party arising out of the contractor's performance of this Agreement or of any of its agents, employees, licensees, or invitees, as well as claims based on the conduct of the Contractor, the Contractor's agents, contractors, employees, subtenants, concessionaires, invitees, or licensees. This release and indemnification includes claims and/or demand resulting from this agreement, including, but not limited to, those based on criminal acts, acts of negligence, copyright actions, and contract actions. If any action or proceeding is brought against the County by reason of any such claim, the Contractor, on notice from the County, will defend the action or proceeding at Contractor's cost and by counsel acceptable to the county.

IX. Ownership and License Rights to Materials and Information:

The County shall hold and retain all intellectual property rights, including copyrights, in all materials created for the project by the County or jointly created by both the County and contractor for the Project ("Materials").

The County grants Contractor a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license to use Materials, provided that such use is consistent with the terms of this Agreement, including the HIPAA confidentiality provisions pursuant to the Business Associate Agreement (Exhibit C).

The Contractor shall hold and retain all intellectual property rights, including copyrights, in all materials created for the project by the Contractor for the Project ("Contractor Materials"). The Parties agree the County is subject to the Texas Public Information Act (Chapter 552, Texas Government Code). Any requests for information to the County shall be referred to the Texas Attorney General for a determination as to whether it is proprietary information under the Act.

The data collected during the Term of this Agreement in connection with the Services may be recorded in a database. If so, the County shall own all rights in the database, provided, however, the County shall grant CONTRACTOR a nonexclusive, royalty-free license to use the database solely for purposes consistent with this Agreement, in compliance with HIPAA, including its confidentiality provisions. Upon termination of this contract, Contractor shall destroy or return to County all copies of the database, including data that is in the possession of subcontractors or agents of Contractor. In the event Contractor determines returning or destroying the data is not feasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible.

X. General Provisions:

A. Sole Agreement: This is the entire Agreement between Contractor and County.

B. Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

C. Applicable law: This Agreement will be governed by the laws of the State of Texas and venue shall be El Paso County.

D. Notices: All notices and other communications given in connection with this Agreement shall be in writing and sent by certified mail, return receipt requested, or other traceable method of delivery

To County: County Judge
El Paso County
500 E. San Antonio
El Paso, Texas 79905

With copy to:

Chief HR Officer, Human Resources Department
El Paso County
500 E. Overland
El Paso, Texas 79901

To Contractor: Randy McGraw
Senior Vice President
HUB International Insurance Services
601 N. Mesa, Suite 1550
El Paso, Texas 79901

Notices shall be deemed given when received.

E. Assignment: Contractor may not assign its rights or obligations under this Agreement without County's prior written consent.

F. Amendment: This agreement may not be amended or modified except by a writing executed by both parties hereto.

IN WITNESS HEREOF, the parties have executed this agreement at El Paso, Texas on the _____ day of _____, 2022.

COUNTY:
The County of El Paso, Texas

CONTRACTOR:
HUB International Insurance
Services

By: _____
County Judge Ricardo A. Samaniego

By: _____
Randy McGraw,
Senior Vice President

ATTEST:

County Clerk