

SPEED S.E.J.A. #802

1125 Division Street
Chicago Heights, Illinois 60411-2491



Telephone: 708-481-6100

TDD: 708-481-6100

Fax: 708-481-5713

MEMORANDUM

TO: Dr. Halliman, Operating Committee Members, Governing Board Members

FROM: Kevin Slattery, Director of Business and Finance, CSBO *KS*

SUBJECT: Dental/Vision Broker-HUB

DATE: 4/18/2019

CC:

I recommend that HUB International Midwest West continue as the broker for the Dental/Vision plan benefits.

The renewal amount is \$4000.00. Due to an error on part of HUB International Midwest West, SPEED was not billed for 2018. Therefore, the amount for 2018 and 2019 will be a total of \$8000.00.



Hub International Midwest West

Please remit payment to HUB International Midwest Ltd.
15174 Collections Center Drive
Chicago, Illinois 60693
Phone: 847-390-3700 **Fax:** 847-294-6838

Invoice #	1334605	Page 1 of 1
ACCOUNT NUMBER	DATE	
SPEE802-01	01/23/2019	
BALANCE DUE ON	AMOUNT DUE	
02/23/2019	\$8,000.00	

Spec Ed Coop S Cook County SD _ SPEED #802
1125 Division Street
Chicago Heights, IL 60411

Group Consulting Fee	PolicyNumber: TBD	Effective: 10/01/2017 to 10/01/2019
----------------------	-------------------	-------------------------------------

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
13603653	01/01/2018	02/23/2019	AFEE	2018 Annual Consulting Fee	\$4,000.00
13603654	01/01/2018	02/23/2019	AFEE	2019 Annual Consulting Fee	\$4,000.00
Policy Invoice Balance:					\$8,000.00
Total Invoice Balance:					\$8,000.00

Hub International
55 East Jackson Boulevard
Chicago, IL 60604

January 1, 2019

Special Education Coop S. Cook County SD 802
Dental & Vision Plan
1125 Division Street
Chicago Heights, IL 60411
Attention: Mr. Ronald Bean, SPEED Board President

Dear :

By executing below, the parties agree as follows:

1. This engagement letter (this "Letter") confirms our understanding that Special Education Coop S. Cook County SD 802 (the "Client") has engaged Hub International ("Hub") to perform certain insurance brokerage services with respect to those employee benefit plans for which the Client appoints and maintains Hub as its broker of record from time to time. The services to be provided to the Client by Hub in connection with such engagement are set forth on the schedule attached hereto as Exhibit A (collectively, the "Services").

2. The Client hereby acknowledges that in addition to standard or core commissions that Hub may be paid from time to time by the insurance carriers or intermediaries with or through which Hub places any employee benefit plan on behalf of the Client, Hub or its affiliates may also receive contingent commissions, guaranteed supplemental commissions, profit sharing payments, bonuses, override commissions, or other profit-, volume- or incentive-based non-standard commissions from any such insurance carrier or intermediary. The Client acknowledges that it has read and understands the "How We Get Paid" disclosure statement available at hubinternational.com.

3. Hub represents and warrants that it has all necessary authority and approval to enter into this Letter. Hub represents and warrants that it will perform the Services in good faith and in a professional and workmanlike manner in accordance with prevailing insurance brokerage industry standards. Hub represents and warrants that it has obtained and continues to maintain all applicable licenses required to perform the Services. Hub shall comply in all material respects with the laws applicable to Hub's performance of the Services.

4. Hub shall perform the Services as an independent contractor, and not as an employee of the Client. The parties intend to have an independent contractor relationship, and do not intend to have a relationship in the nature of an employer-employee, partnership, joint venture or agency.

5. The Client shall submit to Hub all information in the Client's control or possession that is necessary for Hub to perform the Services, and the Client is responsible for the accuracy and completeness of such information. The Client shall be responsible for obtaining all individual consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit and view the information it submits or receives in connection with Hub's performance of the Services. Except as otherwise required by applicable law, Hub shall not be responsible for obtaining assurances of confidentiality from carriers, benefit vendors or other persons or entities to whom or which such information is provided in connection with the Services by, or at the direction of, the Client. The Client shall be responsible for retaining for its own use information that it delivers to Hub and for taking other precautions the Client deems

necessary in the event that such information or other materials delivered to Hub are lost or destroyed, regardless of cause.

6. From time to time and at the request of the Client, Hub may (a) arrange for the provision of services by third parties on behalf of the Client that may or may not be related to the Services, (b) provide the Client with sample documents or forms related to those employee benefit plans for which the Client maintains Hub as its broker of record or (c) perform other services that are not contemplated by Exhibit A and not directly related to the servicing of those employee benefit plans for which the Client maintains Hub as its broker of record (collectively, the "Courtesy Services"). Hub arranges for or performs the Courtesy Services, if at all, as a courtesy to the Client and does not warrant the Courtesy Services in any regard. The Client acknowledges that it is the Client's responsibility to ensure that the Courtesy Services are performed, and that any template or sample document or form that is provided to the Client by Hub from time to time is utilized, properly and in accordance with applicable plan documents and law. The Client acknowledges that Hub shall have no liability arising out of or relating to the provision of the Courtesy Services (including, for the avoidance of doubt, the provision of any services by third parties referred or otherwise recommended by Hub).

7. The Client acknowledges that under no circumstance will Hub assume any responsibility or authority for the following: (a) the design, funding or operation of any employee benefit plan or the compliance of any such plan with applicable plan documents or law (provided, however, that Hub performs the Services in accordance with this Letter); (b) duties incumbent upon or required to be performed by a "plan sponsor" or "covered entity" under applicable law; (c) funding claims for benefits under any employee benefit plan; (d) the payment of fees for which Hub is not otherwise responsible to third parties providing services or products to the Client or its employees; and (e) insuring or underwriting any liability to provide any benefit under any employee benefit plan. Without limiting the generality of the foregoing, the Client acknowledges that Hub is not a fiduciary with respect to any of the Client's employee benefit plans. The Client acknowledges that Hub has no discretion with respect to the management or administration of the Client's employee benefit plans or control or authority over any assets of the Client's employee benefit plans. All such discretion and control shall remain with the Client and other fiduciaries to the Client's employee benefit plans.

8. The Services are not of a legal nature. Hub will in no event give, or be required to give, any legal or tax opinion or advice, or otherwise provide any legal or tax representation to the Client.

9. This Letter shall continue in full force and effect with respect to those employee benefit plans for which the Client maintains Hub as its broker of record until terminated in accordance with this Paragraph. This Letter will automatically terminate in the event that the Client ceases to maintain Hub as its broker of record for at least one (1) of its employee benefit plans. Hub may terminate this Letter at any time by providing written notice to the Client at least ninety (90) days prior to any termination date contemplated by such notice. In the event of termination of this Letter for any reason, Hub's obligation to perform the Services shall terminate immediately.

10. In connection with the execution of this Letter, the parties shall use good faith efforts to execute a Business Associate Agreement in substantially the same form as attached hereto as Exhibit B.

11. Hub shall indemnify, defend and hold harmless the Client, its affiliates and their respective directors, officers and employees (each, an "Indemnified Person") from and against all damages, losses, claims, costs and expenses incurred or suffered by any Indemnified Person as a result of any grossly negligent act or error or omission on the part of Hub, except to the extent that any Indemnified Person or any representative of an Indemnified Person caused or contributed to such Damages by his, her or its own negligent acts or omissions, willful misconduct or breach of this Letter. Any Indemnified Person seeking indemnification under this Paragraph shall give written notice (a "Claim Notice") to Hub of the assertion of any claim in respect of which indemnification may be sought hereunder within fifteen (15) days after such

Indemnified Person first becoming aware of such claim; provided, however, that the failure or delay of such Indemnified Person to give a Claim Notice shall not relieve Hub of its indemnification obligations hereunder except to the extent that Hub is adversely prejudiced by such failure or delay. Hub shall have the right, upon written notice delivered to such Indemnified Person, to assume and control the defense, compromise or settlement of any claim, at its sole cost and expense and with counsel of its choice; provided, however, that such Indemnified Person shall have the right to participate in the defense thereof through separate counsel chosen by such Indemnified Person and at such Indemnified Person's sole cost and expense (it being understood however that Hub shall control such defense). If Hub so elects to conduct and control the defense of any such claim, Hub shall not be liable to any Indemnified Person for any legal expenses subsequently incurred by such Indemnified Person in connection with the defense thereof. The Client shall cause each Indemnified Person to use commercially reasonable efforts to mitigate any Damages that such Indemnified Person asserts under this Paragraph after first becoming aware of any event that could reasonably be expected to give rise to any Damages that are indemnifiable or recoverable hereunder.

12. IN NO EVENT WILL A PARTY HERETO OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES UNDER THIS ENGAGEMENT LETTER FOR INCIDENTAL, CONSEQUENTIAL, DIRECT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL) CAUSED BY ITS ACTS OR OMISSIONS UNDER THIS ENGAGEMENT LETTER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF SUCH PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.



13. The Client authorizes Hub to use the Client's name and logo for the express and sole purpose of identifying the Client as a client of Hub in the marketing materials of Hub; provided, however, that Hub's use pursuant to this Paragraph shall be subject to any restrictions or guidelines which may be provided from time to time by the Client to Hub. In the event that the Client withdraws the authorization set forth in this Paragraph, Hub shall use commercially reasonable efforts to promptly remove any uses of the Client's name or logo from any marketing materials of Hub.

14. Unless otherwise agreed to by the parties, all notices required under this Letter (except those relating to product pricing, changes, etc.) will be deemed effective when received and made in writing by (a) registered mail, (b) certified mail, return receipt requested, or (c) a national overnight courier service, sent to the applicable address set forth on the signature page hereto (or such other address as either party may designate in writing in accordance with this sentence). This Letter may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Letter sets forth the entire agreement and understanding, and supersedes any and all prior or contemporaneous agreements and understandings, oral or written, between the parties regarding the subject matter hereof. This Letter may not be amended or waived except by an instrument in writing signed, in the case of an amendment, by an authorized representative of each party to this Letter or, in the case of a waiver, by the party against whom such waiver is to be effective. No course of conduct or failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law. Each party agrees that all covenants and agreements set forth in this Letter constitute a series of separate covenants and are severable. The invalidity, illegality or unenforceability of any provision of this Letter will not affect the validity, legality and enforceability of the remaining provisions of this Letter. This Letter will be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without regard to its choice of law rules. The parties consent to exclusive venue and personal jurisdiction in any federal or state court located in Illinois. This Letter, and the parties' rights and obligations hereunder, may not be assigned or assumed by another without the prior written consent of the other party; provided, however, that Hub's rights and obligations hereunder may be assigned to an affiliate of Hub without

the consent of the Client. This Letter shall inure to the benefit of, and be binding upon the parties hereto, their successors and permitted assigns. Neither of the parties shall be liable to the other for any failure to satisfy an obligation under this Letter due to any cause beyond a party's reasonable control including, but not limited to, inclement weather, Acts of God, war, riot, terrorist acts, malicious acts of damage, civil commotion, industrial dispute, power failure or fire.

Sincerely yours,

Hub International

By:  
Name: Jeff Faber
Title: Chief Strategy Officer

Acknowledged and agreed
to this 1st day of January, 2019

Special Education Coop S. Cook County SD 802

By: _____
Name: Mr. Ronald Bean
Title: SPEED Board President

Special Education Coop S. Cook County SD 802
1125 Division Street
Chicago Heights, IL 60411

Attention: Mr. Ronald Bean

Exhibit A

The Advisor shall perform the following services on behalf of the Company:

- Provide customer service representatives to resolve day-to-day problems for employees, their dependents and any other person or entity the Company directs us to service.
- Analyze the Client's current Employee Benefit Design and costs, based on the Company's competitiveness in its marketplace, risk implications, and employee needs. Highlight areas of opportunity for cost controls. Spotlight areas where the Company's costs exceed industry norms.
- As indicated, recommend and assist in the development of the Company's benefit philosophy including possible redesign of the Company's plans and employee cost sharing, as needed, to be competitive and maintain the ability to attract and retain competent employees.
- Assist the Company in their ongoing efforts to internally implement their current employee dental and vision benefit plans.
- Evaluate renewal offerings the Company's current carriers and vendors. If renewal is prudent, negotiate the most favorable terms. Negotiate and resolve open issues with the Company's current Vendors, providers, and Carriers.
- Solicit, negotiate and implement all cooperative dental based.
- With the Company's agreement, coordinate the marketing of the Company's plans, with experienced and reputable carriers, Benefit Plan Administration, and other specialized firms that provide risk assumption, claims processing, and cost containment services. Assist in vendor selection and implementation processes.
- Implement and monitor cost containment strategies and provide on-going analysis of costs, trends, and innovations in the Employee Benefit field. Such analysis shall not be less than quarterly with some reports provided monthly.
- Analyze funding. With concern for both protection and cash flow and identify alternative funding methods.
- Review claims administration for accuracy, timeliness of turnaround, cost effectiveness and overall efficiency, including professional underwriting of programs to project future costs and for COBRA rate setting.
- Provide a toll free number to the Company's employees and dependents giving them access to a dedicated client service representative who will provide personal and professional assistance.

- Meet with the Company semi-annually or as often as necessary to discuss benefits relative to possible changes.
- Act as an available resource for benefits education meetings.
- Provide any other service within the scope of the employee dental & vision program that the Company may request.
- Provide additional services as outlined below:
 1. Providing employee communications and conducting employee meetings as deemed appropriate.

Exhibit B

[In consideration of the Consulting Services, the Company shall pay to the Advisor an annual fee equal to

\$4,000 (the "Fee"). The Company shall pay to the Advisor the Fee promptly (but in no event later than thirty (30) days) following the Commencement Date (and, thereafter, each anniversary of the Commencement Date).

The Company acknowledges that early termination of this Agreement shall not entitle the Company to a refund of any portion of the Fee earned prior to the effective date of such termination. Any unearned portion of the Fee shall be returned to the Company within forty-five (45) days following the effective date of the termination of this Agreement. The Fee may not be otherwise waived.]

...

[In consideration of the Consulting Services, the Advisor will be paid by each applicable insurance carrier commissions as follows:

Dental: 0.0% of monthly premium

Vision: 0.0% of monthly premium

- The Advisor does/may qualify and accept carrier overrides if such is payable or due. These additional overrides or bonuses from carriers, if paid to the Advisor, are fully-disclosed to the client and are NOT represented in the form of additional premium costs to the Company.
- The Company acknowledges that the foregoing commission amounts do not include or contemplate any ancillary insurance-related services that may be performed at the request of the Company by the Advisor from time to time.]
- The Company acknowledges the importance of The Advisor's relationship in the marketplace, and as such, agrees to keep the terms of this agreement confidential.
- The Company agrees to consider payment of additional fees should be brokerage and/or consulting services be required that are beyond the range and scope of this agreement. Any service and fee adjustments will be mutually agreed upon by both parties to this agreement.
- The Company agrees to pay for out of state travel as may be required for implementation and/or service of all benefit plans under the Advisor's Jurisdiction.