



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: December 20, 2017

Purpose: ☐ Report Only ☐ Recognition ☒ Discussion/ Possible Action

From: Monica Lopez, Director of Human Resources

Peggy Lee Gonzalez, Director of Purchasing

Item Title: Discussion and possible action to approve the renewal of health insurance consultant, HUB International, for contract year January 1, 2018 to December 31, 2018, not to exceed \$48,000.

Description:

Consent Item:

The District solicited RFP 2016-01 for health insurance consultants in December 2015. HUB International was board approved on December 16, 2015 with the possibility to renew for two additional years, in one year increments. The district is requesting to extend the contract for one additional year. Enclosed is a copy of the current contract.

Recommendation:

To approve the renewal of HUB International as the district insurance consultant. Contract year January 1, 2018 to December 31, 2018, not to exceed \$48,000 as proposed in RFP 2016-01.

District Goal/Strategy:

Strategy 6 We will promote and ensure a safe and secure learning environment for all students.

Funding Budget Code and Amount:

CFO Approval

199-41-6299-00-727-8-99-000

\$48,000

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

[Handwritten signatures]

12/11/17
12-4-2017

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract (Agreement) is entered into by and between South San Antonio Independent School District and HUB International Insurance Services, effective as of January 1, 2016.

WHEREAS, South San Antonio Independent School District is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is an employee benefits consultant that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained by the South San Antonio Independent School District to perform a function or activity on behalf of the South San Antonio Independent School District that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, South San Antonio Independent School District desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and 164.

B. USE AND DISCLOSURE OF PHI

South San Antonio Independent School District hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of South San Antonio Independent School District or an organized health care arrangement in which the South San Antonio Independent School District is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, re-pricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service for South San Independent School District's plan participants.
2. Assist the South San Antonio Independent School District's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the South San Antonio Independent School District or to an organized health care arrangement in which the South San Antonio Independent School District participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, South San Antonio Independent School District as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the South San Antonio Independent School District.

C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.
2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the South San Antonio Independent School District, as required by the HIPAA Security Rule.

Business Associate acknowledges that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to South San Antonio Independent School District. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which applies to Business Associate in the same manner that such section applies to South San Antonio Independent School District.

3. **Unauthorized Disclosures of PHI.** Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to South San Antonio Independent School District any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure. This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.
4. **Security Incidents.** Business Associate shall promptly report to South San Antonio Independent School District any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.
5. **Agreements With Third Parties.** Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate's relationship with South San Antonio Independent School District agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
6. **Access to Information.** Within ten (10) business days of a request by the South San Antonio Independent School District for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the South San Antonio Independent School District such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 C.F.R. Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.
7. **Availability of PHI for Amendment.** Business Associate agrees to make any amendments to PHI in a Designated Record Set that the South San Antonio Independent School District directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the South San Antonio Independent School District or an individual, and in the time and manner designated by South San Antonio Independent School District.
8. **Inspection of Books and Records.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of South San Antonio Independent School District, available to the South San Antonio Independent School District, or at the request of the South San Antonio Independent School District, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the South San Antonio Independent School District or the Secretary, for purposes of the Secretary determining South San Antonio Independent School District's compliance with HIPAA.
9. **Accounting of Disclosures.** Business Associate agrees to maintain and make available to the South San Antonio Independent School District an accounting of disclosures of PHI as would be required for South San Antonio Independent School District to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure, which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

10. **Remuneration in Exchange for PHI.** Effective Sept. 23, 2013, the effective date of the final HIPAA regulations pursuant to the American Recovery and Reinvestment Act of 2009, and subject to the transition provision of 45 CFR Section 164.532 regarding prior data use agreements, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

D. OBLIGATIONS OF SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

1. South San Antonio Independent School District shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.
2. South San Antonio Independent School District shall provide Business Associate with the notice of privacy practices that South San Antonio Independent School District produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice.
3. South San Antonio Independent School District shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
4. South San Antonio Independent School District shall notify Business Associate of any restriction to the use or disclosure of PHI that South San Antonio Independent School District has agreed to in accordance with 45 CFR Section 164.522.

E. PERMISSIBLE REQUESTS BY SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

South San Antonio Independent School District shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the South San Antonio Independent School District.

F. TERMINATION

1. **Term.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section F(2) of this Agreement.
2. **Termination.** This Agreement shall be terminated only as follows:
 - a. **Termination for Cause by South San Antonio Independent School District**
This Agreement may be terminated by the South San Antonio Independent School District upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraph C of this Agreement and such breach is not cured within such fifteen (15) day period.
 - b. **Termination for Cause by Business Associate**
This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the South San Antonio Independent School District in the event that the South San Antonio Independent School District breaches any provision contained in Paragraphs D or E of this Agreement and such breach is not cured within such fifteen (15) day period..
 - c. **Termination Due To Change in Law**
Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.
 - d. **Termination Without Cause**
Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.

3. **Return or Destruction of PHI**

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from South San Antonio Independent School District or created, maintained or received by Business Associate on behalf of South San Antonio Independent School District that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which

prevented the return or destruction of such PHI. When the PHI is no longer needed by the Business Associate, the Business associate shall return the PHI to South San Antonio Independent School District or shall destroy it. Business Associate shall provide written certification to South San Antonio Independent School District regarding the destruction of PHI in accordance with this paragraph.

G. GENERAL PROVISIONS

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the South San Antonio Independent School District or Business Associate to comply with the requirements of HIPAA.
2. Remedies. The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.
3. Survival. Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraph C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, in addition to all HIPAA requirements cited herein.
5. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
6. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
7. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the South San Antonio Independent School District and/or Business Associate, as applicable, to comply with HIPAA.
8. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

COVERED ENTITY

SOUTH SAN ANTONIO INDEPENDENT SCHOOL
DISTRICT

BUSINESS ASSOCIATE

HUB INTERNATIONAL INSURANCE
SERVICES

By: _____

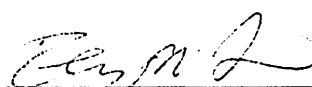


Name: Abelardo Saavedra

Title: Superintendent

Date: February 9, 2016

By: _____



Name: Randy McGraw

Title: Senior Vice President

Date: 1-19-16

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between **South San Antonio Independent School District**, hereinafter referred to as "Client" and **HUB International Texas, Inc. (DBA HUB International Insurance Services)**, hereinafter referred to as "Consultant", replaces any prior agreement between Client and Consultant.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit review, analysis and planning with respect to its employee benefit programs, more specifically employee health insurance;

WHEREAS, Consultant has knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant **

Consultant will provide Client with employee benefits consulting services for the following benefit programs listed below. Furthermore, the proposal response to RFQ #2016-01 is hereby incorporated by reference.

- Perform strategic evaluation and analysis of the medical plan to determine if the existing arrangement is the best solution to meet the needs of South San Antonio ISD and its employees
 - Provide findings and recommendations for future consideration for benefits offerings
 - Assist in current contract negotiations and future contract negotiations as requested by the South San Antonio ISD
 - Assist in conducting competitive procurement processes in accordance with South San Antonio ISD's established procedures
 - Review current internal processes and staffing requirements for the Risk Management Department and make recommendations if necessary for improvement to the processes and/or staffing for the Risk Management Department
 - Provide compliance support for offered benefit plans
- A. Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to determine if the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Consultant will identify core administrative services, assess vendor performance, and provide findings and recommendations to manage vendor relationships to provide appropriate program administration.
- D. Cost.** Consultant will advise and counsel regarding employee benefit plan design alternatives, recommend employer/employee contribution rates, solicit and evaluate vendor performance and provide recommendations to Client.

- E. Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, Section 125, HCFSA, HSA and DCFSA.
- F. Meetings with Client and Vendors.** Services will include attendance at and facilitation of meetings with Client and as needed to facilitate this project.
- G. Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management during this engagement. Consultant shall use all reasonable efforts to remain available to Client's employees and respond to questions and concerns from them in a timely manner.
- H. Data Analysis.** Upon receipt of acceptable claims data, Consultant will provide Client with a) a summary health plan management report analyzing health care claims paid during a specific period; b) claims analysis that allows for drill down and further analysis of data, c) modeling tools that evaluate the impact of plan design changes before they are implemented. Consultant will provide recommendation(s) on current programs as well as benchmark comparisons to other market alternatives. Consultant will analyze claims data and provide summary reports.
- I. Procurement Support.** Consultant will support the Client in the competitive purchasing process by preparing solicitation templates, and other data to be used to obtain proposal for consideration. Consultant will support the review process and recommendation process in accordance with the Client's established purchasing processes.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek written approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term.** This initial term of this Agreement shall be one year, effective as of January 1, 2016.
- B. Extension.** This Agreement may be extended under the same terms and fees for up to two additional years at the discretion of the Client. In order to trigger an extension, the Client shall provide written notice to Consultant within thirty (30) days of the expiration of the current term. If Client does not provide such notice, then it shall indicate a desire not to extend this Agreement.
- C. Termination.** This Agreement may be terminated by either party only as follows:
 - a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided

such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;

- b) effective upon six (60) days advance written notice to the other party given with or without reason; or
- c) By mutual written agreement of the parties.

4. Cost of Services

Consultant professional fees are based upon time and effort expended by specific individuals. The fees do include out-of-pocket expenses, including expenses related to Client requested travel. Client shall not be obligated to pay any Consultant professional fees for time spent traveling. Client agrees to pay reasonable and documented Consultant annual professional fees. These annual professional fees shall total \$48,000 and are payable in equal monthly installments. Consultant agrees to submit invoices to Client for monthly installments unless other billing and payment arrangements are made.

Client also agrees that, upon early termination of contract, any balance remaining for unpaid monthly installments shall be payable in full to Consultant within 15 days of termination date.

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. Notwithstanding the foregoing, all Consultant personnel, including any substitutions to Consultant personnel, shall be pre-approved by Client.

6. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client agrees to make payments of the annual professional fees as set forth elsewhere in this Agreement.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as required by HIPAA regulations and in accordance with any separate HIPAA business associate agreement entered into, from time to time, between Client or its affiliates and Consultant.

- 8. Independent Contractor.** It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition

of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as reasonably possible of any amendments to the employee benefit plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement, as determined by Client in its sole and absolute discretion. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement, as determined by Client in its sole and absolute discretion.

Consultant shall indemnify Client, its trustees, employees and representatives against any and all claims for damages by third parties that result from any negligence and/or intentional acts by Consultant, its employees or agents, concerning Consultant's obligations under this Agreement, to include the misuse of any confidential information provided by Client or otherwise accessible to Consultant.

10. Appointment Acknowledgement.

Client acknowledges that Consultant (an affiliate of HUB International) is appointed with various insurance carriers as a licensed agency/brokerage firm. Client also acknowledges that, for the purpose of this agreement, Consultant may be required to utilize assigned agent/broker numbers for case submission and communication purposes. This will identify Consultant as the organization responsible for the implementation and on-going service of the employee benefit plans outlined in this agreement.

Client acknowledges that some insurance companies provide unforeseeable consideration on various lines of coverage that could result in additional compensation to the Consultant's firm. The most common form of compensation would be an annual bonus (payable to the firm). Such compensation, if received, will be used to offset the agreed upon consulting fees.

Consultant shall provide copies of any and all agreements between Consultant's firm and the companies recommended by Consultant. Client acknowledges that said agreements are proprietary information and should not be shared with Consultant's competitors.

11. Compliance with Laws and Agreements

Consultant agrees to fully comply with and observe any and all federal or state laws or regulations that are or may be applicable to Consultant or the performance of Services under this Agreement. Consultant hereby warrants that it is in no way compromising any rights or trust relationships between itself or any other party, or creating a conflict of interest or any possibility thereof for Consultant or Client.

12. Governing Law

This Contract shall be governed by and interpreted or construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state or federal courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Bexar County, Texas. In the event of any dispute concerning a

question of law or fact, or both, arising under the Contract, which the parties are unable to resolve by mutual agreement, either party may pursue any right or remedy which it may have at law or in equity in a state or federal court of competent jurisdiction in Bexar County, Texas.

13. Gifts

No director, officer, employee or agent of Consultant or of any subcontractor or vendor of Consultant shall give or receive any commission, fee, rebate, or gift or entertainment of significant cost or value in connection with the services provided under this Agreement, or enter into any business arrangement with any director, officer, employee or agent of Client or its parent or affiliated entities other than as a representative of Consultant or its affiliate, without Client's prior written agreement. Consultant shall promptly notify Client of any violation of this paragraph. Any representative(s) authorized by Client may audit any and all records of Consultant and any such subcontractor or vendor for the sole purpose of determining whether there has been compliance with this paragraph. Contractor shall also comply with any and all potential conflict of interest and/or gift reporting requirements contained in applicable law and/or Client's policies.

14. Entire Agreement

This constitutes the entire Agreement between the parties, and any other agreement, whether in writing or otherwise, providing for consulting services by the Consultant (or any predecessor, including JDW Insurance) for the benefit of Client is hereby superseded in its entirety by this Agreement.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

Client:

South San Antonio Independent School District



Signature

February 9, 2016

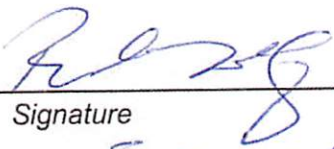
Date

Superintendent

Title

Consultant:

HUB International Texas, Inc.



Signature

Date



Title