

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement"), dated March 01, 2017, is hereby entered into by and between Oak Park Elementary School District 97, (the "School District"), and Hub International Midwest Limited, an Indiana corporation (the "Advisor").

WHEREAS, the School District desires to engage the Advisor to perform certain services related to the placement and/or servicing of certain of the School District's insurance coverages, and the Advisor desires to perform such services for the School District, in each case in accordance with and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. Engagement. The School District hereby engages the Advisor to perform the services set forth on Exhibit A attached hereto (the "Consulting Services").

2. Term of Agreement. The term of this Agreement shall begin on March 1, 2017 (the "Commencement Date") and continue for twelve (12) months (February 28, 2018), unless or until terminated in accordance with Section 7.

3. Compensation; Compensation Disclosure.

(a) In consideration of the Consulting Services, the Advisor shall be paid in accordance with Exhibit B attached hereto (the "Consideration").

(b) If the Advisor serves as the insurance producer placing insurance policies on behalf of the School District, the Advisor or its affiliates may receive standard commissions from the insurance carrier issuing each underlying insurance policy. The Advisor 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 each such insurance carrier. The School District may also receive wellness funding from any insurance carrier, which funding is paid in support of the Consulting Services and is not included in the calculation of the Consideration. The School District hereby expressly acknowledges its understanding of such facts. The School District has read and understands the "How We Get Paid" disclosure statement available at [hubinternational.com](http://hubinternational.com). The School District shall have no duty to compensate Advisor if an insurance carrier fails to make any commission payment, profit sharing payment, bonus, or other payment to the Advisor as stated in this Section 3(b), and shall not be liable for any payments other than those stated in Exhibit B or as set forth in a supplemental written agreement between the parties. Any additional services, fees, or expenses outside the scope of those services identified on Exhibit A, including the additional services in Section 4 and expenses in Section 5, shall only be performed if requested in writing by the School District.

(c) At all times during the Term of this Agreement, Advisor shall perform its Consulting Services consistent with the best interests of the School District, including complying with the duties of care and loyalty. In the event that the Advisor will receive any commission payment, profit sharing payment, bonus, or other payment identified in Section 3(b) from third-parties that are not a part of this Agreement based on the School District's purchase, placement or servicing of insurance coverage, the Advisor shall disclose the compensation to the School District before the School District's purchase, placement or servicing of such insurance, including the basis for such compensation.

4. Services of Others. If the School District requests the Advisor to arrange for the services of others, all expenses of the Advisor in the making of such services available and the fees and expenses of such others will be paid or reimbursed by the School District only as set forth in a supplemental written agreement signed by both parties.

5. Expenses. Except as otherwise set forth herein, the Advisor shall be responsible for all expenses incurred by it in connection with the provision of the Consulting Services hereunder; provided, however, that if the School District requests that the Advisor travel outside of and away from the office of the Advisor, the School District shall be responsible for the Advisor's reasonable expenses including travel, meals and lodging.

6. Communications. The Advisor will be entitled to rely, without investigation or inquiry, upon any written communication from the School District or its agents to the Advisor.

7. Termination.

(a) This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party.

(b) In the event of a default, as described below, this Agreement may be terminated immediately by the non-defaulting party. Any one of the following events shall constitute a default of this Agreement, regardless of any other effect or result: (i) if the School District fails to pay any amounts due to the Advisor pursuant to this Agreement within ten (10) days of the applicable date due; or (ii) if either of the parties commits a breach of any material obligation, warranty, acknowledgment or representation of this Agreement that is not remedied within thirty (30) days after such party having received written notice of such breach.

(c) In the event of termination of this Agreement for any reason, the Advisor shall immediately stop performing the Consulting Services.

8. Independent Contractor. The Advisor shall furnish the Consulting Services as an independent contractor, and not as an employee of the School District. 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. Neither party shall represent to any other person or entity that the relationship between the School District and the Advisor is anything other than an independent contractor relationship.

9. Publicity. The School District authorizes the Advisor to use the School District's name and logo for the express and sole purpose of identifying the School District as a client of the Advisor in the marketing materials of the Advisor; provided, however, that the Advisor's use pursuant to this Section 9 shall be subject to any restrictions or guidelines which may be provided from time to time by the School District to the Advisor. In the event the School District withdraws the authorization set forth in this Section 9, the Advisor shall use commercially reasonable efforts to promptly remove any uses of the School District's name or logo from any marketing materials of the Advisor.

10. Insurance. Advisor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below. All such insurers shall carry a Best Key Guide Rating of A / XV. The commercial general liability and automobile policies shall be endorsed to reflect that coverage is primary and noncontributory with any

other insurance available to the School District. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this Agreement. Advisor shall cause the Board of Education of Oak Park School District No. 97, its individual board members, administrators, employees, agents, officials, and volunteers, to be named as additional insureds on all policies by endorsement with the exception of the professional liability policy.

Each such policy shall include by endorsement a requirement of at least 30 days written notice to the School District prior to any termination, cancellation or material amendment to that policy. Upon commencement of this Agreement, and on an annual basis thereafter, Advisory shall furnish certificate(s) of insurance, policies, and endorsements to the School District reflecting the coverages required.

The type and limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Professional Liability	\$1,000,000
Comprehensive General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$2,000,000

11. Indemnification. To the extent permitted by applicable law, Advisor will defend, indemnify and hold harmless the Board of Education of Oak Park School District No. 97, its individual board members, administrators, employees, agents, officials, and volunteers from and against any and all claims, losses, liabilities, penalties, damages, costs, and expenses (including reasonable attorney's fees and costs) to the extent caused by Advisor, its employees, independent contractors', or subcontractors': (a) negligence or willful misconduct; (b) Advisor's violation of a law applicable to Advisor's performance under this Agreement; or (c) Advisor's breach of this Agreement. Nothing in this section shall require Advisor to defend, indemnify, or hold the School District harmless for any claims arising from or caused by the School District, its employees, or agents' negligence, willful misconduct, violation of law, or breach of this Agreement.

12. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state or federal law. Except as required by law, each party agrees that it will not disclose any confidential information of the other party or any third-party, and further agrees to take all reasonable and legally required action to prevent such disclosure by its employees or agents. Each party also shall at all times comply with all requirements under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.*; 34 CFR Part 99 ("FERPA"), the Illinois

Personal Information Protection Act, 815 ILCS 530, *et seq.*, the Illinois School Student Records Act, 105 ILCS 10/1, *et seq.*, and any other federal, state or local laws or regulations concerning confidential and private information.

13. Compliance with the Law. Advisor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to this Agreement and the services that Advisor is required to provide hereunder.

14. Notice. All notices, requests and other communications to any party hereunder: (a) shall be in writing signed by or on behalf of the party making the same; (b) shall be deemed to have been given (i) when received if delivered personally, (ii) on the third business day after being deposited in the United States mail if sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) on the first business day after being deposited with a reputable overnight courier service; and (c) shall be addressed to each party at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10):

If to the Advisor, to:

Hub International Midwest Limited  
55 East Jackson Blvd.  
Chicago, Illinois 60604  
Attention: Michael J. Ahlert

If to the School District, to:

Oak Park Elementary School District # 97  
260 Madison St.  
Oak Park, Illinois 60302  
Attention: Alicia Evans

15. Counterparts. This Agreement 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.

16. Amendments and Waivers. This Agreement 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 Agreement 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.

17. Severability. Each party agrees that all covenants and agreements set forth in this Agreement constitute a series of separate covenants and are severable. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

18. Governing Law; Venue. This Agreement 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 Chicago, Illinois.

19. Assignment; Successors and Assigns. This Agreement, 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 the Advisor's rights and obligations hereunder may be assigned to an affiliate of the Advisor without the consent of the School District. Advisor shall provide written notice of

any such assignment to the School District at least sixty (60) days prior to such assignment. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors, permitted assigns or legal representatives.

20. Attorneys' Fees. If any lawsuit or other action is instituted to enforce this Agreement, the prevailing party will be entitled to all costs and expenses, including reasonable attorneys' fees, incurred by it in connection with enforcing its rights hereunder.

21. Headings. The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

22. Entire Agreement. This Agreement 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.

23. Force Majeure. Neither of the parties shall be liable to the other for any failure to satisfy an obligation under this Agreement 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Services Agreement as of the Commencement Date.

HUB INTERNATIONAL MIDWEST LIMITED

By: \_\_\_\_\_  
Name: Michael J. Ahlert  
Title: Executive V.P.

Oak Park Elementary School District # 97

By: \_\_\_\_\_  
Name: Alicia Evans  
Title: Assistant Superintendent for Finance and Operations

### **Exhibit A**

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

- Serve as OAK PARK ELEMENTARY SCHOOL DISTRICT #97 advisor on all health related issues;
- Provide day-to-day health plan administration;
- Provide analysis or renewal terms offered by current insurers and service providers;
- During term, investigate all viable programs, insurers, and service providers, FSA's, HSA's, HRA's, etc. and provide thorough cost benefit analysis report of each option, including recommend improvements in the self-insurance and HMO plans;
- As requested by OAK PARK ELEMENTARY SCHOOL DISTRICT #97, evaluate alternative health plan providers;
- Act as an advocate on behalf of OAK PARK ELEMENTARY SCHOOL DISTRICT # 97 to resolve administrative problems on a timely basis;
- Act as an advocate on behalf of OAK PARK ELEMENTARY SCHOOL DISTRICT #97 to resolve all claim disputes;
- Conduct open employee enrollment meetings as needed;
- Provide employee educations meetings as necessary;
- Provide information on market trends periodically including recommendations on plan changes;
- Provide information and advice regarding state or federal legislation applicable to OAK PARK ELEMENTARY SCHOOL DISTRICT #97 life, health, dental and disability plans;
- Provide a monthly newsletter to HR staff;
- Provide special reports as requested by OAK PARK ELEMENTARY SCHOOL DISTRICT #97;
- Provide monthly and annual performance reports including experience analysis;
- Provide analysis of the current plan including areas of potential cost savings to OAK PARK ELEMENTARY SCHOOL DISTRICT #97;
- Annually provide future funding projections;
- Coordinate timely premiums by TPA's and Stop Loss Insurers if applicable;
- Recommend cost containment strategies and perform cost benefit analysis on options;
- Provide oversight of OAK PARK ELEMENTARY SCHOOL DISTRICT # 97's benefit communication process;

- Assist in establishing funding rates/employee rates for each plan year;
- Provide access to customized employee benefits website;
- Provide access to Hub International HR Help Line and email resource;
- Broker and place stop loss insurance and other health related insurance policies;
- Attend District meetings, insurance committee meetings and Board meetings as necessary;
- Assist in the development of Wellness programs;
- Oversee FSA Management;
- Analyze work flows to determine ways OAK PARK ELEMENTARY SCHOOL DISTRICT# 97 can reduce staff work load related to health administration;
- Continually search for cost reduction strategies and present to OAK PARK ELEMENTARY SCHOOL DISTRICT #97 staff;
- Insure accuracy of all plan booklets and related documents;
- Provide services related to compliance matters such as HIPAA and Medicare Part D;
- Provide other assistance and advice as needed.
- Provide ongoing assistance and guidance as it pertains to Compliance issues under the Affordable Care Act of 2010.

## **Exhibit B**

In consideration of the Consulting Services, the Client shall pay to the Advisor an annual fee equal to:

March 1, 2017 and continuing through February 28, 2018 - \$42,000

(the "Fee"). The Client 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 Fee shall be deemed earned by the Advisor in accordance with the following schedule: (i) 50% as of the Commencement Date (and, thereafter, each anniversary of the Commencement Date); (ii) an additional 25% on the three-month anniversary of the Commencement Date (and, thereafter, each anniversary of such date); and (iii) the remaining 25% on the six-month anniversary of the Commencement Date (and, thereafter, each anniversary of such date).

The Client acknowledges that early termination of this Agreement shall not entitle the Client 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 Client within forty-five (45) days following the effective date of the termination of this Agreement. The unearned portion of the Fee shall be determined on a per diem rate of \$115.00 per day. The Fee may not be otherwise waived.

The Client 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 Client by the Advisor from time to time.

This flat fee is for the consulting services outlined in Exhibit A and is in lieu of any commissions for group Medical benefits. Hub will waive all commissions for brokering of all group Medical benefits.