

**Engagement Letter**  
**HUB International Insurance Services**  
75 W. Towne Ridge Parkway, Tower 2, Suite 400, Sandy, Utah 84070

**Date:**  
**Company Name:**  
**Address:**

**Re: Engagement Letter for Employee Benefits Insurance Brokerage Services**

Congratulations on your decision to retain HUB International (“HUB”, “we” or “us”) as your broker of record for employee benefits purposes. HUB is excited to be your broker of choice, and we want to make sure our services meet your expectations. This engagement letter is intended to describe HUB’s responsibilities in performing the employee benefits insurance brokerage services and to identify those things you will be responsible to do to ensure HUB has the access and support it needs to properly perform the services. This letter also includes certain other information applicable to our employee benefits relationship. This engagement letter includes a cover letter, a sheet describing the responsibilities of the client, HUB’s scope of services, HUB’s fee schedule, and HUB’s service and fee agreement.

**HUB’s Responsibilities**

HUB is committed to providing you with outstanding employee benefits services. In addition to brokerage and consultation of your employee benefits, we intend to perform the services described within this document. Disclosure regarding HUB’s compensation is also detailed.

**Your Responsibilities**

Your partnership and cooperation are key components in the successful delivery of our brokerage services to you. In particular, we may from time to time request that you provide us information that is essential for us to properly and efficiently perform the services. For example, we may request that you provide us with historical benefits plan documentation or plan census information that we must provide to carriers, benefits vendors or other third parties for underwriting, marketing, quoting, servicing or other purposes. You are responsible to timely provide us with any such information that you have in your possession and verify that the information is current, complete and accurate. You are responsible for obtaining all individual consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit or view the information that you submit or receive in connection with HUB’s performance of the employee benefits insurance brokerage services.

You are responsible for the selection and operation of your employee benefits plans and for performing those duties incumbent upon or required to be performed by a “plan sponsor” or “covered entity” under applicable law. We are not responsible for the design, funding or operation of any employee benefits plan or the compliance of any plan with applicable plan documents or law (provided, however that HUB performs the employee benefits insurance brokerage services in accordance with this letter) HUB is not a fiduciary with respect to any employee benefits plan and has no discretion with respect to the management or administration, or control or authority over any assets, of any employee benefits plan

## Other Information

**Broker of Record Designation.** HUB will perform the employee benefits brokerage services for each employee benefits plan for which you maintain us as broker of record. HUB's responsibilities under this letter will otherwise terminate the earlier of five (5) years from the effective date of the Engagement or at the time that you cease to maintain HUB as broker of record for at least one (1) of your employee benefits plans.

**Nature of Services.** We do not provide legal advice or legal services of any kind. HUB will not provide legal or tax opinions or advice, or otherwise provide any legal or tax representation to you. HUB performs the services as an independent contractor, and the parties do not intend to have a relationship in the nature of an employer-employee, partnership, joint venture or agency.

**Business Associate Agreement.** Because our services may, from time to time, require the sharing of Protected Health Information as defined under the Health Insurance Portability and Accountability Act, you and HUB will each sign the attached Business Associate Agreement.

**Miscellaneous.** 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 which 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. 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. Nothing in this letter, express or implied, is intended or shall be construed to confer upon any third party other than the parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this letter.

This letter will be governed by, and construed in accordance with, the substantive laws of the State of Utah, 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 Salt Lake City, Utah. 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 your consent. 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.

"HUB"



Jeffery Winter  
President/HUB Utah

"Client"

**Company: Greater Salt Lake Municipal Services District**

**Signature:**

**Name: Marla Howard**

**Date Signed:**

## RESPONSIBILITIES OF CLIENT

1. Remit premium payments to insurers in a timely manner. This ensures continuity of coverage.
2. Provide HUB with necessary Agent/Broker of Record letters and maintain HUB as authorized Agent/Broker of Record throughout the term of our relationship on all Benefits Programs.
3. Provide/authorize HUB to obtain all employee and business demographic information, plan designs and booklets, premium billing statements, contracts, etc. and other information necessary to perform their duties.
5. Provide accurate information relating to the client, the client's employees, new hires, terminations, and any qualifying events or status changes relevant to the benefits plan, within timeframes compliant with carrier requirements, ACA, or Federal regulations. **If using HUB's Benefit Administration System all eligibility and demographic changes must be made through the online system.**
6. **Client shall accommodate annual Open Enrollment meetings, requiring all employees to attend** to verify their understanding of benefits and family members that are to be enrolled in coverage.
7. If using HUB's Benefit Administration System, client shall attend training for HUB's Benefit Administration System by attending one of the monthly Passport events and /or through one-on-one training with their Account Executive.
8. Client and its employees shall report service issues in a timely manner, or within 3 business days.
9. Client shall provide notice of any major changes in business structure or organizational structure within 30 days.
10. Review and verify accuracy of Client data submitted to insurance carriers and HUB. Perform monthly billing reconciliation and promptly report discrepancies to HUB for resolution.

### COBRA (or mini-COBRA)

1. Notify HUB, TPA or Carrier where applicable of COBRA eligibility **within 30 days of the qualifying event** using HUB's web-based HUB's Benefit Administration System HRIS or specific carrier or TPA's required process and maintain database with accurate qualified beneficiary contact information.
2. Assume responsibility for all COBRA events prior to this agreement.
3. Assume responsibility for distribution of the initial COBRA (ERISA/COBRA 29 CFR §2590.606-1(b)) notice upon hire, and the distribution of such materials upon request. (HRPro will perform this for you if you are using HUB's Benefit Administration System. However, in some instances carriers may self-administer COBRA and HRPro may not be the designated COBRA Administrator for these benefit lines.)

### Distribution of Notices

Although HUB may assist in the preparation of such notices, the Client assumes the responsibility for the distribution and accuracy of required notices according to methods that are approved by the Department of Labor for the dissemination of information to employees according to the frequency schedule prescribed by said notice. This would include but not be limited to the following:

<b>Medicare Part D Notices</b> to all plan participants regarding the Medicare creditable status of their prescription drug plans. Annual certification with CMS (Center for Medicare and Medicaid Services) also required.	<ul style="list-style-type: none"> <li>• Upon enrollment in benefits</li> <li>• Annually to all Participants</li> <li>• Upon Request</li> </ul>
<b>Marketplace/Exchange Notices</b> required by PPACA, provides employer information to all employees, regarding their eligibility for employer sponsored medical benefits.	<ul style="list-style-type: none"> <li>• Upon Hire</li> <li>• Upon Request</li> </ul>
<b>SBC – Summary of Benefits and Coverage</b> required by PPACA, provides a summary of benefits to enrollees prior to enrollment or re-enrollment. These are prepared by the medical carriers of fully-insured plans as a courtesy. Must be updated annually or whenever there is a benefit change.	<ul style="list-style-type: none"> <li>• Upon enrollment in benefits</li> <li>• Annually at Renewal</li> <li>• 60 Days Prior to a Material Change</li> <li>• Upon Request</li> </ul>
<b>SPD (Summary Plan Description) Wrapper:</b> ERISA 29 CFR §2520.104b-2(a) is required for all employer sponsored welfare and benefit plans. This document summarizes required federal language regarding the Plan in easy-to-read format. It explains the Plan's key features and how it operates, eligibility, rights and obligations, when coverage begins and ends and other key contents of the Plan.	<ul style="list-style-type: none"> <li>• Upon enrollment in benefits</li> <li>• Whenever there is a Material Change</li> <li>• Upon Request</li> </ul>
<b>Section 125 SPD (Summary Plan Description):</b> ERISA 29 CFR §2520.104b-1(b) is required to deduct any employee premiums pre-tax.	<ul style="list-style-type: none"> <li>• Upon enrollment in benefits</li> <li>• Whenever there is a Material Change</li> <li>• Upon Request</li> </ul>

## HUB SCOPE OF SERVICES

### Core Services

#### Advisory Management

1. Annual Plan Review & Design Recommendations	✓
2. Rate and Benefit Renewal Negotiations	✓
3. Renewal, Budget and Health Care Compliance Forecast	✓
4. Insurance Carrier and Network Comparison	✓
5. Employer / Employee Impact Evaluations	✓
6. Vendor Relationship Management; Vendor Performance Assessments	✓

#### Account Management

7. Dedicated Account Executive with Full Team Support	✓
8. Open Enrollment Meetings	✓
9. Assistance with Employee Claim Resolution	✓
10. Billing Assistance	✓

#### Client and Employer Communication

11. Web-based Online Enrollment Management through HUB's Benefit Administration System; New Hire Orientation	✓
12. Web-based HIPAA-Compliant Secure File Transfer, adherence to HIPAA and HITECH	✓
13. Customized Benefit Enrollment Communication or e-guide	✓

#### Compliance

14. Regular Compliance and Legislative Updates	✓
15. HIPAA Compliance Assistance	✓
16. HR360® Subscription Access, Electronic disclosure of Regulatory Compliance Notices	✓
17. Full-Service COBRA Administration through HRPro; this agreement does not include <i>mini-COBRA</i> for companies governed outside the State of Utah. Our designated TPA (HRPro) is ONLY able to administer COBRA if client's place of business is within the state of Utah & Line(s) of coverage are written in the State of Utah.	✓

### Simple, Secure, Solution Services - Fee Schedule

At your request, we may arrange for the performance of employee benefits related services by third parties on your behalf, provide you with sample documents, forms or compliance advice related to your employee benefits plans, or perform other services that are beyond the scope of the employee benefits insurance brokerage services previously described. We provide these additional services as an added value to our clients. These services are consultative in nature and are designed to provide clients with general education, information and guidance. We do not assume any responsibility or liability relating to the performance of these services. It is your responsibility to ensure that any such services are performed, and that any sample document or form or compliance advice that is provided to you by HUB is utilized or implemented, properly and in accordance with applicable plan documents and law. In consideration of HUB's willingness to arrange for or facilitate the Simple, Secure, Solution Services, you acknowledge and agree that HUB shall not have any liability arising out of or relating to the performance of the Simple, Secure, Solution Services. Notwithstanding anything to the contrary set forth herein, HUB shall not be obligated to continue to arrange for or facilitate the Simple, Secure, Solution Services and may terminate its willingness to arrange or facilitate the Simple, Secure, Solution Services at any time with or without notice. Similarly, except as otherwise agreed to between you and HUB from time to time we will not be responsible to make payment to any third party performing any service.

**Governmental Immunity.** As a political subdivision of the state of Utah, the Client falls under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. (the "Immunity Act"). By entering into the Engagement Letter and/or any related agreement, the Client does not waive any defenses otherwise available under the Immunity Act or any limits of liability currently provided by the Immunity Act.

## Simple, Secure, Solution Services

Plan Year (mm/dd/yyyy): 1/1/202 To: 12/31/2023

This agreement shall continue from Plan Year to Plan Year, beginning with the Plan Year above, unless and until you provide written notice of a change in the services you wish to utilize. Billing will occur annually.

**Client Name:** Greater Salt Lake MSD  
**Billing Contact:** Brooke Barnes  
**Contact Email:** Bebarnes@msd.utah.gov  
**Billing Address:** #N3600 2100 State Street,  
 Salt Lake City, UT 84190

Compliance Service	Description	Pricing	Accept or Decline	Initials
<b>Wrap SPD (Summary Plan Description)</b>	Federal law requires every group health insurance plan to have a Plan Document and a Summary Plan Description (SPD). A Wrap SPD ensures compliance with these requirements, while also facilitating the need to file only one IRS Form 5500 (if applicable). HUB recommends updating these documents each year to ensure that any changes in the law are included. HUB can do this on your behalf to help minimize the risk of financial penalties, lawsuits and to keep group plans compliant with demanding laws.	\$250 Annually Fees Waived	Accept Decline	_____
<b>Section 125 Plan (Premium Conversion Plan or Premium Only Plan)</b>	The IRS requires Plan Sponsors who wish to allow their employees to pay their portion of insurance premiums with pre-tax (tax-free) salary reductions, to have an IRS Section 125 Plan Document, aka a Premium Only Plan (POP) Document. HUB can create or update this document on your behalf. If you're taking pre-tax deductions without a Section 125 Plan Document in place you could be penalized, penalties can range from \$5,000 - \$10,000 per occurrence.  <b>Employers with a Flexible Spending Account (FSA) normally do not need HUB to create this additional document, as the FSA provider normally creates this document.</b>	\$100 Annually	Accept Decline	_____
<b>Enhanced Module in HUB's Benefit Administration System (Employee Navigator)</b>	All of your HR in one place! In addition to a full compliance library, Employee Navigator has partnered with HUB to ensure you get a first-class technology platform that fits your workforce management needs. You have the choice to customize your module with any of the options below: <ul style="list-style-type: none"><li>• New Hire On-Boarding</li><li>• Tracking Time-Off and Paid Time-Off (PTO)</li><li>• Affordable Care Act (ACA) tracking/reporting data collection tool provides the framework for calculating and preparing 1095 forms as required for your annual ACA reporting. This only applies to groups with over 50 Full-Time Equivalent (FTE) employees or level-funded or self-funded medical plan.</li></ul>	First Year \$250  <b>Future Consecutive Fee \$200</b>	<b>Customize your Module. Select all that apply.</b>  On-Boarding Tracking Time-Off/PTO ACA Tracking Decline All	_____
<b>ACA Filing Support and Per Form Fee</b>	When the IRS begins accepting filings, HUB will guide you through the data review process and connect you with the ACA preparing agency, Nelco for your filing submission and Per Form Fee collection. ACA services and Per Form Fee include: <ul style="list-style-type: none"><li>• Federal E-Filing for employers</li><li>• Print and submit by first class mail required IRS Forms.</li></ul> <b>If filing is done on the last day of the filing deadline, a peak fee will be charged through Nelco. Pricing subject to change annually.</b>	Price Determined by Nelco and ACA Filing Fee Schedule Rates available upon request.	Accept Decline	_____
<b>COBRA/Mini-COBRA</b>	If you wish to utilize HUB's complimentary benefit administration system (Employee Navigator), COBRA administration services will be managed by HRPro provided the carrier does not provide COBRA for their own lines of coverage.  COBRA Administration with HRPro will help you manage administrative costs, become compliant thus reducing the risk of penalties and fines, as well as saving you time, money and manpower through automation of the process.  <b>Mini COBRA: Our designated TPA (HRPro) is only able to administer COBRA if client's place of business is within the State of Utah and Line(s) of coverage are written in the State of Utah.</b>	Provided at No Cost	Accept Decline (Other TPA) Decline (Managed In-House)	_____
<b>5500 Filing Through Wrangle</b>	Filing a Form 5500 is an ERISA requirement for all private sector employers and non-profits that sponsor fully-insured and self-insured health and welfare plans with 100 or more participants in the plan as of the 1st date of the plan year. On your behalf, HUB will work with our contracted third party vendor, Wrangle, to complete your 5500 form filing.  <b>5500's must be signed and filed electronically either through the Department of Labor (DOL) File System or our approved EFAST2 Software Provider, Wrangle.</b>	\$350 per filing per year	Accept Decline N/A	_____

## SERVICE AND FEE AGREEMENT – How We Get Paid

As is typical in the insurance brokerage industry, unless otherwise agreed to between you and HUB (subject to applicable law), in consideration of HUB’s performance of the foregoing services, we will receive commissions or consulting fees from each insurance carrier or agent with or through which we place an employee benefits plan on your behalf. Our commission is included in the premium paid by you. In addition, we may be paid by each such insurance carrier or agent contingent commissions, guaranteed supplemental commissions, profit sharing payments, bonuses, override commissions, or other profit-, volume- or incentive-based non-standard commissions. These commissions are typically based on the overall size and/or profitability of a group of accounts placed by HUB (and/or its affiliates) with or through an insurance carrier or agent, as opposed to the placement or profitability of any particular account. It is also possible that we may be paid other commissions or fees from other third parties that may from time to time perform employee benefits-related services on behalf of HUB’s clients. Prior to executing this letter, we may request that you read our “How We Get Paid” disclosure statement available at [hubinternational.com](http://hubinternational.com) and that you ask us any questions that you may have about our compensation.

Effective Date of \_\_\_\_\_ and is between HUB International Insurance Services, Inc., located at 75 W. Towne Ridge Parkway, Tower 2, Suite 400, Sandy, Utah 84070 (“HUB”) and \_\_\_\_\_.

### Fee & Commission Schedule

Group Medical Insurance	
Group Dental Insurance	
Group Vision Insurance	
Group Life/AD&D Insurance	
Group Disability Insurance	

## BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (this “BAA”), dated as of \_\_\_\_\_, is entered into by and between **HUB Insurance Services, Inc.** (“Business Associate”) and those Employee Welfare Benefit Plans (as defined in the Employee Retirement Income Security Act of 1974) of \_\_\_\_\_ (“Plan Sponsor”) that are subject to 45 CFR Parts 160 and 164, Subparts A and E and 45 CFR Parts 160 and 164, Subpart C (each a “Covered Entity”) and on whose behalf this BAA has been executed and delivered. Business Associate and Covered Entity are referred to herein from time to time each individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules (as defined below).

**WHEREAS**, pursuant to certain services agreements (the “Agreements”), Business Associate provides services to Covered Entity that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information; and

**WHEREAS**, Business Associate and Covered Entity are committed to compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the “HIPAA Rules”);

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

### I. DEFINITIONS

For purposes of this BAA, the following terms shall have the meanings ascribed to them below:

- A. *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).
- B. *Electronic Protected Health Information*. “Electronic Protected Health Information” or “ePHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- C. *Electronic Transactions Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- D. *HHS*. “HHS” shall mean the U.S. Department of Health and Human Services.
- E. *Individual*. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103.
- F. *Protected Health Information*. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, including but not limited to Electronic Protected Health Information.
- G. *Required By Law*. “Required by Law” shall have the same meaning as the term “required by law” at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).
- H. *Secretary*. “Secretary” shall mean the Secretary of HHS.
- I. *Security Incident*. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.

- J. *Transaction*. “Transaction” shall have the meaning as the term “transaction” in 45 CFR §160.103.
- K. *Unsecured Protected Health Information*. “Unsecured protected health information” shall have the meaning as the term “unsecured protected health information” in 45 CFR §164.402.

## II. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees:

- A. Not to use or disclose Protected Health Information other than (i) as permitted or required by this BAA, (ii) as permitted or required to perform its obligations pursuant to the Agreements, or (iii) as Required by Law.
- B. To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.
- C. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware and any Successful Security Incident of which Business Associate becomes aware. For purposes of this BAA, a “Successful Security Incident” is any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of Covered Entity. The parties further stipulate and agree that this paragraph constitutes notice by Business Associate to Covered Entity with respect to any “Unsuccessful Security Incident,” which is defined for purposes of this BAA as any Security Incident that is not a Successful Security Incident. Covered Entity and Business Associate agree that reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and therefore this BAA constitutes the report from Business Associate that these incidents occur.
- E. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.
- F. To make available, at the request of Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to the requesting Individual or such Individual’s designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.F is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- G. To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR § 164.526; provided, however, that this Section II.G is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- H. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary’s determining Business Associate’s compliance with the HIPAA Rules.



- I. To maintain and make available upon request by Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.
- J. Without unreasonable delay and in no case later than sixty (60) days following discovery by Business Associate (except as otherwise required under 45 CFR §164.412), Business Associate will notify Covered Entity in writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identity of each Individual whose Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to Covered Entity of the Breach or promptly thereafter as information becomes available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).
- K. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.
- L. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- M. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make only the minimum necessary uses and disclosures and requests for Protected Health Information.
- N. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.

### III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may:

- A. *Use or disclose* PHI for purposes of performing the functions, activities or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity or is permitted under paragraphs B and C below.
- B. *Use* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate.
- C. *Disclose* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### IV. OBLIGATIONS OF COVERED ENTITY

Each Covered Entity shall:

- A. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

- B. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set forth in Sections III.B and C.
- E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

## V. TERM AND TERMINATION

- A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph not to exceed 5 years. This BAA shall terminate on the date Business Associate ceases to be obligated to perform functions, activities or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.
- B. **Termination for Cause.** Without limiting the rights of the Parties respecting termination under the Parties' Agreements:
  - 1. **By Covered Entity.** Upon Covered Entity's knowledge of a pattern of an activity or practice of Business Associate that constitutes a material breach or violation of this BAA by Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity shall terminate this BAA and the Agreements if Business Associate does not cure the breach or end the violation within such reasonable time as is specified by Covered Entity, or immediately terminate this BAA and the Agreements if Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.
  - 2. **By Business Associate.** Upon Business Associate's knowledge of a pattern of an activity or practice of Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach or end the violation. Business Associate shall terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity does not cure the breach or end the violation within such reasonable time as is specified by Business Associate, or immediately terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.
- C. **Effect of Termination.** Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out under Sections III.B and III.C which applied prior to termination; and
5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

## VI. MISCELLANEOUS PROVISIONS

- A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. *In case a specific regulatory reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.*
- B. **Amendment.** The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.
- C. **Survival.** The respective rights and obligations of the Parties to this BAA shall survive the termination of this BAA.
- D. **Governing Law.** This BAA shall be governed by the laws of the State of **Utah**.
- E. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.
- F. **Entire Agreement; Modification.** This BAA represents the entire agreement between Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.
- G. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this BAA, and no individual (including an Individual) or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.
- H. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.

- I. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.
- J. **Interpretation of this Agreement.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this BAA to be executed as of the date first above written.

**BUSINESS ASSOCIATE: HUB Insurance Services, Inc.**

By: Jeffery Winter

**Name: Jeffery Winter**

**Title: President/HUB Utah**

**Address of Business Associate:**

75 West Towne Ridge Parkway, Tower 2, Suite 400  
Sandy, UT 84070

**For Notices, a copy (which will not constitute notice) shall be sent to:**

HUB International Limited  
c/o Legal Department  
300 N. LaSalle St., 17<sup>th</sup> Floor  
Chicago, IL 60654

**PLAN SPONSOR:**

**on behalf of its group health plan as Covered Entity**

**Address of Plan Sponsor:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_