

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

CONTRACT 359-14-1151

AGREEMENT made this **1st day of August, 2014** between AIS Risk Consultants, Inc., 4400 Route 9 South, Freehold New Jersey 07728, hereinafter referred to as “Consultant,” and the Office of Public Insurance Counsel, hereinafter referred to as “Customer”.

I.

Purpose/Term

The purpose of this agreement is to state the terms and conditions under which Consultant will provide consulting services to Customer. The term of this contract is for one year.

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

II.

Services Provided

Consultant agrees to provide economic analysis and expert witness testimony for Customer at hearings before the State Office of Administrative Hearings, Commissioner of Insurance, and other tribunals as requested related to Title, Auto, Residential Property, and Health Insurance rate filings on an as needed basis. In addition, Consultant agrees to provide economic analysis of miscellaneous insurance filings that may not be encompassed by the above and provide testimony as needed.

Such services shall include the following: Consultant shall review and provide written comments and recommendations relating to the rate requests and other pertinent issues.

Consultant shall assist Customer in preparing for any hearings or meetings relating to these rate requests including informal or formal discovery and Consultant’s attendance, if requested, in Austin for the public hearing to be held or for meetings with Customer.

III.

Compensation

Customer shall pay Consultant for the above described services on a time and expense basis. Time shall be billed at the rate of **Four Hundred and Ten Dollars (\$410) per hour for the time spent by Allan Schwartz**. Time shall be billed at the rate on **Two Hundred and Twenty**

Dollars (\$220) per hour for time spent by Marianna Dwyer and Katherine Tollar. Directly related expenses shall be initially borne by Consultant, later to be reimbursed by Customer on a monthly basis.

If Customer finds it necessary to require corrections to completed work due to errors made by the Consultant, the Consultant shall correct the work at no cost to Customer. If Customer requires changes in previously satisfactorily completed work, the Consultant shall make such changes as directed by Customer and will be compensated for such at the same hourly rates established.

Consultant shall bill Customer no later than 30 days after the conclusion of each hearing and monthly thereafter as necessary for all services rendered and expenses directly incurred pursuant to this contract. Billing shall include an itemized statement of charges showing hours worked, who performed the work, the date the work was performed, brief description of work performed, title of hearing, which Customer staff member requested the work, and a description of all incurred expenses.

Consultant shall not bill Customer for services and expenses in excess of a total of **\$60,000** under this contract without prior written authorization from Customer.

IV. Notification

Consultant shall promptly notify Customer in writing of events which have significant impact on contract work, including 1) problems, delays, or adverse conditions which will prevent the meeting of time or work schedules, and 2) favorable developments which will enable meeting or work schedules sooner than expected.

V. Confidentiality/Nondisclosure/Nonuse

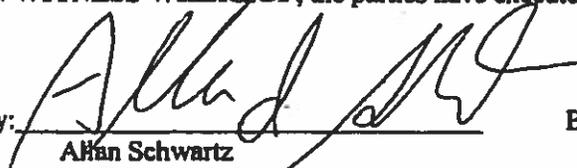
Consultant understands that information transmitted by Customer to Consultant may be deemed Confidential, Proprietary, or Trade Secret. Consultant agrees that it will not use, disseminate or in any way disclose information transmitted by Customer except to the extent necessary to perform its duties to Customer as described herein.

VI. Contract Clause

“Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.”

Source: Senate Bill 19, Section 44

IN WITNESS WHEREOF, the parties have executed this contract.

By: 
Allan Schwartz
AIS Risk Consultants, Inc.

By: 
Deeia Beck, Public Counsel
Office of Public Insurance Counsel

Date: August 1, 2014

Date: August 1, 2014

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

CONTRACT 359-14-1150

AGREEMENT made this **1st day of January, 2014** between Stephen G. Hill, P.O. Box 587 Hurricane West Virginia 25526, hereinafter referred to as "Consultant," and the Office of Public Insurance Counsel, hereinafter referred to as "Customer".

**I.
Purpose/Term**

The purpose of this agreement is to state the terms and conditions under which Consultant will provide consulting services to Customer. The term of this contract is for one year.

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

**II.
Services Provided**

Consultant agrees to provide economic analysis and expert witness testimony for Customer at hearings before the State Office of Administrative Hearings, Commissioner of Insurance, and other tribunals as requested related to Title, Auto, Residential Property, and Health Insurance rate filings on an as needed basis. In addition, Consultant agrees to provide economic analysis of miscellaneous insurance filings that may not be encompassed by the above and provide testimony as needed.

Such services shall include the following: Consultant shall review and provide written comments and recommendations relating to the rate requests and other pertinent issues.

Consultant shall assist Customer in preparing for any hearings or meetings relating to these rate requests including informal or formal discovery and Consultant's attendance, if requested, in Austin for the public hearing to be held or for meetings with Customer.

**III.
Compensation**

Customer shall pay Consultant for the above described services on a time and expense basis. Time shall be billed at the rate of **Two Hundred Dollars (\$200)** per hour. Directly related

expenses shall be initially borne by Consultant, later to be reimbursed by Customer on a monthly basis.

If Customer finds it necessary to require corrections to completed work due to errors made by the Consultant, the Consultant shall correct the work at no cost to Customer. If Customer requires changes in previously satisfactorily completed work, the Consultant shall make such changes as directed by Customer and will be compensated for such at the same hourly rates established.

Consultant shall bill Customer no later than 30 days after the conclusion of each hearing and monthly thereafter as necessary for all services rendered and expenses directly incurred pursuant to this contract. Billing shall include an itemized statement of charges showing hours worked, who performed the work, the date the work was performed, brief description of work performed, title of hearing, which Customer staff member requested the work, and a description of all incurred expenses.

Consultant shall not bill Customer for services and expenses in excess of a total of \$100,000 under this contract without prior written authorization from Customer.

IV. Notification

Consultant shall promptly notify Customer in writing of events which have significant impact on contract work, including 1) problems, delays, or adverse conditions which will prevent the meeting of time or work schedules, and 2) favorable developments which will enable meeting or work schedules sooner than expected.

V. Confidentiality/Nondisclosure/Nonuse

Consultant understands that information transmitted by Customer to Consultant may be deemed Confidential, Proprietary, or Trade Secret. Consultant agrees that it will not use, disseminate or in any way disclose information transmitted by Customer except to the extent necessary to perform its duties to Customer as described herein.

VI. Contract Clause

"Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards."

Source: Senate Bill 19, Section 44

IN WITNESS WHEREOF, the parties have executed this contract.

By: Stephen G. Hill
Stephen G. Hill

By: Deeia Beck
Deeia Beck, Public Counsel
Office of Public Insurance Counsel

Date: January 1, 2014

Date: January 1, 2014