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Introduction Date	6/21/2023
Enactment Number	23-1167
Enactment Date	6/21/2023 os

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer
Rebecca Littlejohn, Risk Management Officer

Meeting Date June 21, 2023

Subject Amendment to the Professional Services Contract with Hazelrigg Claims Management Services a TriStar Company

Ask of the Board Approve Amendment
 Ratify Amendment

Background and Recommendation Approval of the first of two one-year contract extensions for Hazelrigg Claims Management Service (HCMS) a TriStar Company. HCMS is the District's current Third Party Administrator for Workers' Compensation.

Term Start Date: July 1, 2023 End Date: June 30, 2024

Not-To-Exceed Amount \$753,388

Competitively Bid Yes

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution):
Exception: Specialized services

In-Kind Contributions N/A

Funding Source(s) Fund 67 Self Insurance Fund, Resource 9030

Attachment(s)

- Amendment
- Original Agreement, Enactment No. 20-1007
- [RFP/Bid materials, if any]

AMENDMENT NO. 1

to

Professional Services Contract with Hazelrigg Claims Management Services a TriStar Company

This Amendment amends the attached legal agreement ("Original Agreement") and any prior amendments ("Prior Amendments," together with Original Agreement, "(Amended) Agreement"), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):
Hazelrigg Claims Management Services, a TriStar Company
- The Parties entered into the Original Agreement on the below date:
July 1, 2020
- The Enactment Number of the Original Agreement is below:
20.0846

-

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**
 - The scope of work of the (Amended) Agreement is unchanged.
 - The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:
 - Revised scope of work attached.
 - VENDOR agrees to provide the following amended services:
Click or tap here to enter text.
2. **Term (duration):** The term of the (Amended) Agreement is unchanged.
 - The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the below original End Date of the

(Amended) Agreement to the below new End
Date: Original End Date: June 30, 2023
New End Date: June 30, 2024

3. **Compensation:** The not-to-exceed amount in the (Amended) Agreement is unchanged
 The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:
x Increase not-to-exceed amount by:
\$753,388.00
 Decrease not-to-exceed amount by:
\$Click or tap here to enter text.
The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is
\$2,844,110.00

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
 - c. In addition to the requirements of subparagraph (b),

VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.

6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, VENDOR agrees that:

- a. Notwithstanding Paragraph 14 (COVID-19) of this Amendment, or any other language of the Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- b. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may,

upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

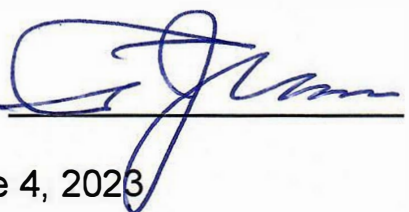
7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code

or Board Policy, and no payment shall be owed or made to **VENDOR** absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the **PARTIES** hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Enter Thomas J Veale

Signature: 

Position: President

Date: June 4, 2023

*One of the terms and conditions to which **VENDOR** agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation) of the Agreement, which states that **VENDOR** acknowledges and agrees not to expect or demand payment for any Services performed prior to the **PARTIES**, particularly **OUSD**, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the **OUSD** Governing Board, the **OUSD** Superintendent, or the **OUSD** General Counsel, stating that **OUSD** has validly and properly executed this Agreement. **VENDOR** specifically acknowledges and agrees to this term/condition on the above date.*

OUSD

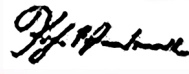
Name: Enter OUSD signatory name

Signature: 

Position: Enter OUSD signatory position Date: 6/22/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education Date: 6/22/2023

Template approved as to form by OUSD Office of the General Counsel.

Board Office Use: Legislative File Info.	
File ID Number	20-1007
Introduction Date	June 3, 2020
Enactment Number	20-0846
Enactment Date	6/10/2020 if



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Rebecca Littlejohn, Risk Management Officer *RL*
Preston Thomas, Chief Systems and Services Officer

Board Meeting Date June 3, 2020

Subject Professional Services Contract
Contractor: Hazelrigg Claims Management Services
Services For: Third Party Administration of Workers' Compensation Claims

Action Requested and Recommendation Approval by the Board of Education of Professional Services Contract between the District and Hazelrigg Claims Management Services, for the latter to provide

Authorize a Three Year Contract with two one-year optional extensions with Hazelrigg Claims Management Services, a Third Party Administrator (TPA) for the provision Workers' Compensation claims adjusting services to the District.
\$669,760 for the period of July 1, 2020 through June 30, 2021:
\$696,550 for the period of July 1, 2021 through June 30, 2022:
\$724,412 for the period of July 1, 2022 through June 30, 2023.

for the period of July 1 2020 through June 30, 2023 in an amount not to exceed \$2,090,772.00.

Background

(Why do we need these services? Why have you selected this vendor?)

The District's current contract with Hazelrigg Claims Management Service (HCMS). The current contract expires June 30, 2020. A Request for Qualifications was conducted and three proposals were received. One firm decided to withdraw. The two remaining firms were vetted for administrative cost as well as managed care fees. As it was OUSD's desire to possibly split the administrative cost and managed care fees between two firms if fiscally appropriate, however one firm could not break the administrative and managed care fees apart. HCMS's managed care fees were the lowest. Example of managed care fees are bill review, utilization review, nurse case manager, etc - all items billed to the claim that increase the total cost of the claims. The District is currently using Hazelrigg Claims Management Services and is has a healthy business and continuity is critical in Workers' Compensation claims management. Changing TPA services also comes with a disruption to staff and cost of set up.

Competitively Bid Was this contract competitively bid? Yes
If no, exception: No exception because was competitively bid

Fiscal Impact Funding resource(s): Fund 67

Attachments • Professional Services Contract

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File ID Number	20-1007
Introduction Date	June 3, 2020
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Enactment Date	6/10/2020 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2019-2020

This Agreement is entered into between Hazelrigg Claims Management Service (HCMS) (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Term:** The term of this Agreement shall be from July 1, 2020 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below _____ in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed _____, whichever is later) to June 30, 2023. The work shall be completed no later than June 30, 2023.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed two million ninety thousand seven hundred seventy two 00/100----- Dollars (\$2,090,772.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: n/a

~~Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.~~

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
 1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
 2. **Standard of Care:** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
 3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.

- 6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
- 7. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Rebecca Littlejohn, Risk Management Officer
Site /Dept.: Risk Management
Address: 1000 Broadway, Suite 440
Oakland, CA 94607
Phone: 510-879-1611
Email: Rebecca.littlejohn@ousd.org

CONTRACTOR:

Name: Arleen Hazelrigg
Title: President
Address: 15345 Fairfield Ranch Road, Suite 250
Chino Hills, CA 91709
Phone: 909-606-2343
Email: arlene@hazelriggclaims.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

- 9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. **Insurance:**

- 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).

CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

13. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

14. **Termination:**

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- i. material violation of this Agreement by the CONTRACTOR; or
- ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
- iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.

2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

16. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:

1. Requesting that OUSD employee(s) evaluate CONTRACTOR and CONTRACTOR's employees and subcontractors and each of their performance.
2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

18. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect

or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

19. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.


Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

- 30. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 31. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 32. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 33. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

 _____ 6/10/2020
 President, Board of Education _____ Date
 Superintendent
 Chief or Deputy Chief

 Contractor Signature _____ Date

 _____ 6/10/2020
 Secretary, Board of Education _____ Date

 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.
Hazelrigg Claims Management Service will provide Third Party Administration for the District's over 550 Workers' Compensation claims.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

3. **Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved SPSA** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.

WORKERS' COMPENSATION THREE-YEAR TERM ADMINISTRATION SERVICE AGREEMENT

This Agreement is entered into by and between Oakland Unified School District, hereinafter referred to as the "CLIENT" and Hazelrigg Claims Management Services, Inc., a California Corporation, hereinafter referred to as "HCMS".

RECITALS

1. WHEREAS, the CLIENT has elected to self-insure its Workers' Compensation programs in the State of California.
2. WHEREAS, HCMS provides claims administration and managed care services to self-insured employers.
3. WHEREAS, the CLIENT and HCMS have agreed to enter into a Service Agreement effective July 1, 2020.
4. The foregoing recitals are agreed to by the parties.

TERMS AND CONDITIONS

1. Term of Agreement - This Agreement is for a three (3) year contract term effective July 1, 2020 through June 30, 2023, unless otherwise terminated as stated in Section 8.
2. Consideration -
 - a. HCMS' service fee for the period July 1, 2020 through June 30, 2021 shall be Six Hundred Sixty-Nine Thousand and Seven Hundred Sixty Dollars (\$669,760) for claims administration, including program development and Risk Management Information System (RMIS). New claims in excess of 250 for each fiscal year will be billed annually at the end of the fiscal year at \$1,580.22 per indemnity claim, and \$409.69 per "medical only" claim.
 - b. HCMS' service fee for the period July 1, 2021 through June 30, 2022 shall be Six Hundred Ninety-Six Thousand and Five Hundred Fifty Dollars (\$696,550) for claims administration, including program development and Risk Management Information System (RMIS). New claims in excess of 250 for each fiscal year will be billed annually at the end of the fiscal year at \$1,643.43 per indemnity claim, and \$426.07 per "medical only" claim.

c. HCMS' service fee for the period July 1, 2022 through June 30, 2023 shall be Seven Hundred Twenty-Four Thousand and Four Hundred Twelve Dollars (\$724,412) for claims administration, including program development and Risk Management Information System (RMIS). New claims in excess of 250 for each fiscal year will be billed annually at the end of the fiscal year at \$1,709.16 per indemnity claim, and \$443.12 per "medical only" claim.

d. HCMS' service fee for the period July 1, 2023 through June 30, 2024 (first optional one-year extension) shall be Seven Hundred Fifty-Three Thousand and Three Hundred Eighty-Eight Dollars (\$753,388) for claims administration, including program development and Risk Management Information System (RMIS). New claims in excess of 250 for each fiscal year will be billed annually at the end of the fiscal year at \$1,777.53 per indemnity claim, and \$460.84 per "medical only" claim.

e. HCMS' service fee for the period July 1, 2024 through June 30, 2025 shall be Seven Hundred Eighty-Three Thousand and Five Hundred Twenty-Four Dollars (\$783,524) for claims administration, including program development and Risk Management Information System (RMIS). New claims in excess of 250 for each fiscal year will be billed annually at the end of the fiscal year at \$1,848.63 per indemnity claim, and \$479.28 per "medical only" claim.

f. Claims Administration Fees are contingent on all bill review and utilization review services being integrated and performed by HCMS, directly or through its affiliate, and if services are discontinued in part or in whole, Claims Administration Services Fees may be subject to change.

g. Existing tail claims will be administered through life of contract at no additional fee.

h. With the first installment of the first year service fee and subsequent contract years, there shall be payable a non-exclusive user read-only license fee of One Thousand Dollars (\$1,000) for EDS remote data access. It is recognized that the service fee represents the expense of the administering and adjusting all workers' compensation claims that are active during the contract period, and the fee does not cover the expense involved in processing claims to their ultimate conclusion.

i. The annual service fee shall be paid in quarterly installments in advance of the service period for which it pertains and is payable by the CLIENT upon the appropriate due date as set forth in HCMS' invoice. Amounts due but unpaid after thirty (30) days from the due date shall bear interest at the rate of 2% per month, or such other maximum rate permitted by law, whichever is less.

j. HCMS will provide medical cost containment and management service through its affiliate. Services to be provided include, but are not limited to, repricing of medical bills to the Official Medical Fee Schedule, repricing of medical bills based on network contracts, pre-negotiated agreements for medical services, Utilization Review pursuant to Labor Code Section 4610 and nurse case management services.

Managed Care Fees:

- **Bill Review:**

Price per Bill	\$9.50
PPO Savings	25% of Savings
Percentage of Savings on all Specialty Reviews	10% of Savings

- **Utilization Review:**

Authorization Only Letter	\$25.00
Nurse Level	\$125.00
Physician (Peer Review)	\$225.00

- **Nurse Case Management:**

Telephonic Case Management	\$95.00 per hour
Field Case Management	\$98.00 per hour, plus expenses

- **Medical Provider Network:**

MPN Network	\$60.00 per claim
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- **Injury Hotline Coverage:**

Nurse Triage	\$125.00 per intake call
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i. Services of Company Nurse, or similar nurse triage services as requested by Client and billed as Allocated Loss Adjustment Expense (ALAE) to claim file.

j. ISO Index Reports – Report all new lost time claims to the Index Bureau. There will be a \$15.00 per claim charge that is a pass through on the claims reported.

k. All services listed in this Agreement shall be provided under the fees listed in this section, and no other fees shall be due for such services. Additional services not listed in this Agreement, if subsequently requested, shall be performed for other fees mutually agreed upon.

3. Claims Administration -

a. Administer the Program in full compliance with all applicable laws, rules and regulations governing the administration of self-insurance pursuant to the Labor and Education Codes.

b. Review and process all reports of industrial injury or illness in accordance with the requirements of State statutes.

c. Determine the compensability of injuries and illnesses in accordance with California workers' compensation laws and decide what benefits, if any, should be rendered or paid in such cases.

d. Make timely payments of valid claims for compensation, rehabilitation, and other required benefits payable under applicable laws, together with Allocated Loss Adjustments Expenses, out of funds provided by the CLIENT subject to the limitations and requirements of this Agreement. For the purpose of this Agreement, "Allocated Loss Adjustment Expenses" shall be defined as and include all out-of-pocket expense items such as fees for attorneys retained on behalf of the CLIENT, expert witness fees, fees for independent medical examinations, witness fees, court reporters fees, transcripts fees, the cost of obtaining public records and other similar fees, costs or expenses associated with the investigation, negotiation, settlement of subrogation on behalf of the CLIENT. Allocated Loss Adjustment Expense shall include prejudgment interest and other interest penalties. Allocated Loss Adjustment Expense shall not include any part of the salaries of employees of HCMS, its overhead, ordinary travel expenses, or other normal and ordinary costs incurred in connection with the services provided under this Agreement or its business as a whole.

e. Arrange and authorize medical examinations to determine the nature and extent of disability.

f. Determine eligibility for temporary disability compensation, in coordination with medical advice, rehabilitation efforts and salary continuation.

g. Determine the extent and degree of permanent disability utilizing as necessary, any medical sources or advisory bodies available. All findings will be reported to the CLIENT before any action is taken.

h. Effect payment, by either check or voucher, of permanent disability compensation and death benefits in accordance with Advisory Ratings, Findings and Award or settlement agreements.

i. Maintain on each claim current estimates of the future anticipated costs of all claims, current estimates of the future anticipated costs of all benefits and expenses, i.e., reserves.

j. Establish and maintain, for a period of five (5) years from the final closure date, a copy of each specific claim file. This claim file shall be the property of the CLIENT and provided upon request.

k. Notify excess insurance carriers in accordance with policy terms and collect reimbursements on the CLIENT's behalf where a loss exceeds the self-insurance retention.

4. Medical Management -

HCMS agrees to arrange the medical control services necessary to ensure high quality treatment for injured employees, and to obtain prompt and complete medical reports necessary to determine the appropriateness of providing benefits. These services shall include, but are not limited to, the following:

a. Establish an MPN network of medical providers, through Arissa Cost Strategies, incorporating the CLIENT's current MPN network. Arissa Cost Strategies charges for building and maintaining the MPN, and the services are billed as an Allocated Loss Adjustment Expense (ALAE) to claim files. This network shall be reviewed periodically for quality, cost, and effectiveness of medical treatment.

b. Monitor treatment of injured employees through review of medical reports, copies of which shall be sent to the CLIENT.

c. Work closely with doctors to return employees either to full or modified duty.

d. Audit all medical bills prior to payment to determine whether they are reasonable, necessary and directly related to the injury or illness.

e. Establish standards to determine the physical capacity of the employee to return to work.

f. Make all necessary arrangements for consultations and examinations by qualified physicians for the review of the employee's medical condition in the event the employee files for disability retirement.

g. Administer and process all lifetime medical cases.

h. Medicare-Set-Aside – HCMS will provide all the reporting requirements of Section 111 (“Medical Secondary Payer”) of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA). Gould & Lamb has been selected to be the MMSEA account manager / reporting agent for HCMS' clients. HCMS will collect the CLIENT's required data in our claims system and transfer it to our designated reporting agent to meet the MMSEA reporting requirements. There is no additional charge for the reporting and Medicare eligibility query process. Gould & Lamb's charges for Medicare Set-Aside and conditional payment lien negotiation services are treated as pass through, allocated expenses to the claim file.

5. Management Information System -

- a. Maintain claims and cost data as well as estimates of future claim liability on an individual claim basis.
- b. Provide management information service to the CLIENT as needed and as agreed upon by both parties.
- c. HCMS will retain sole right of ownership to its programs. However, the CLIENT will have a right to the data. In the event of a cancellation of HCMS' service, the CLIENT is entitled to a complete history file (electronic data) of all claims and payment information, as well as a complete format of the electronic data, and all written records maintained by HCMS on behalf of the CLIENT.

6. Responsibilities of the CLIENT -

- a. The CLIENT shall report all workers' compensation claims and provide all information available in a timely manner, cooperate and assist in the investigation of claims as may be necessary to administer its claims.
- b. The CLIENT shall maintain a balance in the account administered by HCMS sufficient to pay all workers' compensation benefits, costs and expenses.
- c. The CLIENT agrees that HCMS retains ownership of its programs, processes, forms and methods and will not use or disseminate them without written consent of HCMS.

7. Claims Payment Fund -

- a. The parties agree that HCMS will pay claims expenses from a fund established by the CLIENT and funded by the CLIENT. The CLIENT will maintain the fund at an amount sufficient to cover the expense of workers' compensation claims. HCMS agrees to make its records available to the CLIENT for audit purposes at all times.
- b. Claims expenses are defined as medical, temporary or permanent disability, allocated claims expense, rehabilitation expense claim, and all other workers' compensation benefits payable to the injured employees or dependents of the injured employees.
- c. Allocated claims expense includes such costs as legal fees, court costs, court reporters, expert witnesses, investigation, photocopy, subpoena, photographic, fees to undercover operatives, depositions, bill review, utilization review, and certain special costs as may be required or as approved by the CLIENT.

8. Termination -

a. Either party may terminate this Agreement by providing written notice ninety (90) days in advance to the other. In the event of termination, HCMS will be obligated to provide all data, records and information developed with respect to the CLIENT's business, including all loss records, to the CLIENT or its designated agent on the date established by the CLIENT. HCMS will provide the records in good condition and will assist in any transition as may be desired by the CLIENT.

b. The CLIENT may, at its option, designate HCMS to continue to manage all claim files with injury dates prior to the termination date of this Agreement, for a fee of 17.5% of paid claims, or on a time and expense basis at a rate agreed to by the parties.

9. Insurance Coverage -

a. Blanket Fidelity Bond

HCMS shall maintain a blanket fidelity bond or equivalent insurance in the amount not less than One Million Dollars (\$1,000,000.00), with an insured or approved corporate surety covering any and all principals, officers and employees involved in performance of the Agreement and the trust fund (imprest) account.

b. Errors and Omissions Insurance

HCMS shall maintain Errors and Omissions Insurance in the amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Aggregate.

c. Public Liability and Property Damage Insurance

HCMS shall maintain commercial general liability insurance in the amount not less than One Million Dollars (\$1,000,000.00) which shall be primary over any other insurance carried by the CLIENT. Certificate of insurance shall name the CLIENT as an additional insured.

10. General Conditions -

a. HCMS shall indemnify, hold harmless and defend the CLIENT, its agents, employees, successors, officers and directors from and against any and all loss, damage, fines, liability, costs and expenses, including reasonable attorney fees and costs that the CLIENT may become obligated to pay due directly to the negligent, or otherwise wrongful acts or omissions of HCMS, its agents, employees, officers or directors. The CLIENT agrees to notify HCMS immediately in writing of any claim, demand, notice of liability or action.

b. The CLIENT shall indemnify, hold harmless and defend HCMS, its agents, employees, assigns, successors, officers and directors against any and all loss, damage, fines, liability, costs and expenses, including reasonable attorney fees and costs that HCMS may become obligated to pay due directly to the negligent acts or omissions of the CLIENT, its agents, employees, officers or directors.

c. The services to be rendered by HCMS are to be within the standards for administration of workers' compensation claims. In the event the CLIENT directs HCMS to follow a specific course of action in the handling of any claim, it shall indemnify, hold harmless and defend HCMS from and against any loss, cost or expense, including reasonable attorney fees and costs, incurred in any claim for damages related to that course of action. Notwithstanding anything to the contrary herein, HCMS shall not be held responsible or liable for any obligations pursuant to agreements or contracts between third parties and the CLIENT.

d. Penalties and self-imposed increases resulting from the failure of the CLIENT to provide timely notice of claims (within seven days of the CLIENT's knowledge of injury) or such other employer obligations as awarded or imposed pursuant to Labor Code Section 5814 and Labor Code Section 4650 "d"; are and shall be the sole responsibility of the CLIENT. The CLIENT agrees to indemnify, defend and hold HCMS harmless from the imposition of such penalties and self-imposed increases. Penalties and self-imposed increases resulting from and against the acts of HCMS as claim administrator are and shall be the sole responsibility of HCMS. HCMS also agrees to indemnify, defend and hold the CLIENT harmless from and against the imposition of such penalties.

e. The parties understand the administration of a self-insured workers' compensation program requires the exchange of confidential medical information between the CLIENT and HCMS in order to ensure the prompt delivery of benefits and to evaluate the accommodation of work restrictions, either on a temporary or permanent basis. The CLIENT acknowledges the provisions of Labor Code Section 3762 and agrees that the CLIENT's designated employees responsible for the administration of

confidentiality required and abide by the restriction on dissemination of claimants' medical information, records and reports. The CLIENT designated employees shall not disseminate medical information of claimants in violation of Labor Code Section 3762. HCMS makes no representations whether any particular disclosure or dissemination of medical information reports or records by or between HCMS and the CLIENT's designated employees is or is not prohibited by Labor Code Section 3762, California Code of Civil Procedure Section 56 et. seq., or any other provision of State or Federal law governing the privacy and confidentiality of medical information. In the event that a claim is made as a result of the release of confidential medical information by HCMS, the CLIENT authorizes HCMS to pay all attorney fees and costs incurred in defense of the claim as an allocated expense.

f. **DISPUTE RESOLUTION:** Notwithstanding anything in this Agreement to the contrary, prior to the initiation of any litigation, disputes between the District and HCMS regarding this Agreement, including, any alleged violation, misinterpretation, or misapplication of this Agreement, shall first be resolved using the dispute resolution process identified in this paragraph.

In the event of a dispute, the party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be an employees(s) of the District or the District's contracted Third Party Administrator); (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from HCMS shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment.

The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and HCMS.

Neither party may commence a civil action related to the matters submitted to mediation until after the completion of the initial mediation session, or 60 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. If, following the mediation, the dispute remains unresolved, HCMS shall proceed with the claims presentation process under Government Code section 900 et. seq. as a prerequisite to initiating litigation, if applicable. Either party may file equitable remedies such as injunctive relief while proceeding through mediation in order to preserve the status quo.

g. Subject to Paragraph f above, the CLIENT agrees that any action to enforce the terms of this Agreement or resulting from a dispute between the parties shall be filed in the County of Alameda, California.

h. Subject to Paragraph f above, any controversy arising out of this Agreement between the parties shall be resolved under the provisions of the California laws pertaining to arbitration. The arbitration shall be conducted under the auspices according to the rules of the American Arbitration Association. The arbitrator as to payment thereof, if any, shall set the attorney fees. In the event either party incurs attorney's fees, arbitrator costs or other expenses in any action brought to enforce rights hereunder, the prevailing party shall be paid by the other party, a reasonable amount therefore to be fixed by the arbitrator in any such action.

i. HCMS certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

j. CLIENT shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

k. This Agreement represents the entire agreement between the parties and may only be modified pursuant to a writing signed by both parties.

l. Should any provision of this Agreement be declared unconstitutional, invalid or unenforceable, such provision shall be severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permissible by law.

m. The waiver by either party of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

n. Each party executing this Agreement represents and warrants that it is authorized to do so.

o. Each party acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiations of this Agreement, and this Agreement shall be interpreted as if drafted by both parties.

DATED: 5/5/20

Hazelrigg Claims Management Services, Inc.
15345 Fairfield Ranch Road, Suite 250
Chino Hills, California 91709

BY: 
Arlene Hazelrigg, President


DATED: _____

Oakland Unified School District
1000 Broadway, Suite 300
Oakland, California 94607

Jody London
President, Board of Education

Kyla Johnson-Trammell
Superintendent and Secretary,
Board of Education

Approved as to Form

 4.30.20

Andrea Epps
Deputy General Counsel

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020

Basic Directions

Additional directions and related documents are on the Contracts Website (intranet)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information

Contractor Name	Hazelrigg Claims Management Services	Contractor's Contact	Arleen Hazelrigg		
OUSD Vendor ID #	002026	Title	President		
Street Address	15345 Fairfield Ranch Road, Suite 250	City, State	Chino Hills, CA	Zip Code	91709
Telephone	909 606-6373	Email (required)	arlene@hazelriggclaims.com		
Contractor History	Previously been an OUSD contractor? Yes		Worked as an OUSD employee? Yes		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	July 1, 2020	Date Work Will End	June 30, 2023	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount

Total Contract Amount **\$2,090,722**

OUSD Contract Originator Information

Name of OUSD Contact	Rebecca Littlejohn, Risk Management Officer	Email	rebecca.littlejohn@ousd.org
Site/Dept. Name	Risk Management	Site #	987
		Phone	510-879-1611

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	Administrator / Manager (Originator)	Name	Rebecca Littlejohn, Risk Management Officer	Phone	879-1611	Fax	
	Site/Department (Name & #)	Risk Management		Date Approved	5/7/2020		
	Signature	<i>Rebecca Littlejohn</i>		<input type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/			
2.	Resource Manager	Type of Funds:	<input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)						
	Signature			Date Approved			
3.	Network Superintendent/Executive Director						
	Signature			Date Approved			
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____						
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site						
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work						
	Signature			Date Approved			
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			