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Board Cover Memorandum

To Board of Education

From Dr. Denise G. Saddler, Interim Superintendent
Jenine Lindsey, General Counsel
Rebecca Littlejohn, Risk Manager

Meeting Date June 10, 2026

Subject Award of Bid – George Hills Company – Property and Liability Claims Administration

Ask of the Board Approval by the Board of Education of the Claims Adjusting and Administrative Services Contract, Subrogation Agreement and Data Sharing Agreement with George Hills Company (“George Hills”) a Third Party Administrator (“TPA”) for the provision of Property and Liability Claims Adjusting Services, Subrogation Services and Data Sharing to the District, for the period July 1, 2026 through June 30, 2028, with the option to renew for one year periods.

Background The District’s current TPA agreement with George Hills Co. for Property and Liability Claims Administration and Adjusting and Subrogation Services expires June 30, 2026. In January 2026, the District’s Office of the General Counsel and Risk Management Departments issued a Request for Proposal for specialized TPA services (#26-163GC). George Hills was again selected among the proposals based on the cost/value, its ability to execute the work, the organization and history of the company and its management information system.

Discussion The District seeks to contract with George Hills to provide Property and Liability Claims Adjusting and Administration Services and Subrogation Services as requested by the District. The TPA is responsible for tracking and investigating incidents and claims, responding to claims, and providing guidance regarding claims and costs. The TPA will provide litigation support as requested.

Fiscal Impact Funding Source: Fund 67. The not to exceed amount for this TPA agreement is \$400,000 per fiscal year with a 3% annual escalator.

Attachment(s)

- Claims Adjusting and Administration Services Contract Property and Liability
- Subrogation Agreement
- Data Sharing Agreement
- Request for Proposal #26-163GC
- Proposal from George Hills

CLAIMS ADJUSTING AND ADMINISTRATION
SERVICE CONTRACT BETWEEN
THE OAKLAND UNIFIED SCHOOL DISTRICT
AND GEORGE HILLS COMPANY, INC.

This contract (“Contract”) is made and entered into this 1st day of July, 2026 by and between the **OAKLAND UNIFIED SCHOOL DISTRICT**, hereinafter referred to as “OUSD,” and **GEORGE HILLS COMPANY, INC.**, hereinafter referred to as “GH.”

GH is a California Corporation doing business as licensed, independent insurance adjusters and administrators, with Agnes Hoerberling, Chief Customer Officer, responsible for contract compliance, terms and corporate governance. Chris Hunt, Assistant Vice President and Todd Mershon, Client Success Manager, shall oversee the daily operations and client services. The company's corporate office is located at PO Box 120, Rocklin, CA 95677, telephone, (916) 859-4800.

The OUSD is a public education school district located at 1011 Union, Suite 946, Oakland, CA 94601.

IT IS HEREBY AGREED by and between the parties signing this Contract as follows:

1. GENERAL

OUSD is desirous of availing itself of liability and property claims adjusting and administration services for those claims assigned per the Scope of Services (Section 2). GH is a Third-Party Claims Administrator handling property and liability claims and is ready to and capable of performing such services. As such, GH may act as a representative of the OUSD when directed by OUSD for the investigation, adjustment, processing, and evaluation of general liability and property claims, complaints, incidents, related litigation and other activities (cumulatively, “CLAIM”) as further described in Section 2.

2. SCOPE OF SERVICES

GH agrees to provide complete claim handling services on each accident or incident, as directed by OUSD. Each CLAIM will be subject to the Scope of Services and Client Expressed Authority and Limitations form, attached hereto as **Attachment A**, and the Addendum to the Scope of Services: Additional OUSD Requirements, attached hereto as **Attachment A-1** and incorporated by reference into the Scope of Services. OUSD shall determine the scope of services to be provided by GH by signing the Scope of Services and Client Expressed Authority and

Limitations for each Contract. The Scope of Services and Client Expressed Authority and Limitations form shall be the controlling document for the scope of claims adjusting services to be provided by GH for OUSD and may be amended as needed during the Contractual period.

3. DENIAL, COMPROMISE, OR SETTLEMENT OF CLAIMS

It is agreed that OUSD has granted \$1,000.00 authority to GH for the purpose of compromising, settling, and paying any claims against OUSD being handled by GH. GH will issue payment for legal expenses as defined in the Client Expressed Scope of Work form. Prior approval to compromise or settle any claim or pay any expense will be obtained from the OUSD Risk Management Officer or OUSD Legal designee on matters exceeding the authority granted above.

4. FILE RETENTION

GH shall serve as the custodian of the OUSD's data, for documents related to each of the Claims subject to this agreement only, and as such shall electronically retain all related records through the life of this Contract. Upon termination of this Contract, GH shall transfer all of the data pertaining to all Claims, either to the OUSD or to a recipient designated by the OUSD, within 30 days of termination or sooner as required by OUSD.

GH shall retain data regarding closed matters as identified in Section L(2) of Attachment A-1 to this Contract.

5. CONFIDENTIALITY AND DATA PRIVACY

All data, documents, discussions, or other information developed or received by or for GH in PERFORMANCE of this Contract are confidential and not to be disclosed to any person except as authorized by OUSD or OUSD's designee, or as required by law.

GH understands that student data is confidential. If GH will access or receive identifiable student data, other than directory information, in connection with this Contract, GH agrees to do so only after GH and OUSD execute a separate data sharing agreement.

Notwithstanding Section 14, Indemnification, should GH access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, GH shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

All confidentiality requirements, including those set forth in the separate data sharing agreement,

extend beyond the termination of this Contract.

6. CONFLICT OF INTEREST

GH shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. GH shall not hire any officer or employee of OUSD to perform any service by this Contract without the prior approval of OUSD Human Resources.

GH affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between GH's family, business or financial interest and the services provided under this Contract, and in the event of change in either private interest or services under this Contract, 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 Contract, GH acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event GH receives any information subsequent to execution of this Contract which might constitute a violation of said provisions, GH agrees it shall notify OUSD in writing.

During the performance of the Contract, it is possible that either the OUSD or GH will receive a claim which, through the normal course of handling creates a conflict of interest with between OUSD and other clients of GH. In the event GH receives a claim from the OUSD in which there arises a "conflict of interest," GH shall immediately notify OUSD. OUSD may then, at their expense choose to hire another well-qualified claim firm to handle that particular claim to a conclusion. GH will also provide notice to its other client(s) involved in the potential conflict.

In the event that the clients of GH elect to have the claim, or claims, continue to be handled by GH, GH will ensure that an ethical "wall" is established and adhered to, including but not limited to, the designation of separate teams assigned to each claim including equivalent staff of equivalent experience and capacity, implementation of electronic security measures to ensure that each team may only have access to claims assigned to that team, storage and maintenance of separate electronic files for each claim with password protected access.

7. CLIENT RESPONSIBILITY

OUSD agrees to the following:

- a. OUSD shall cooperate with GH as reasonably necessary for GH to perform its services.

b. OUSD agrees to provide direction to GH as requested regarding particular project requirements.

c. OUSD shall identify a primary contact person(s) for an account as well as for billing and loss run submission. In addition, OUSD shall be responsible for reporting all changes in the primary point of contact to GH.

d. OUSD shall be responsible for reporting to GH all Bodily Injury Claims in addition to all other items noted in Attachment B to this Contract “Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA).”

e. OUSD shall be responsible for updating GH on any changes to coverage/policy language; including limits, retentions/deductibles and coverage changes by August 30 of each year.

f. OUSD shall obtain any necessary consent in the collection of any OUSD data that is transmitted to a third party (i.e., lawyer, actuary, or auditor). OUSD shall provide GH with reasonable assurances that it has the necessary consent to transmit OUSD data to a third party. OUSD acknowledges that the claims data may contain confidential and/or protected health information (“PHI”). In the event OUSD authorizes and directs GH to provide claims data to a third party, OUSD will indemnify, defend and hold harmless GH from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys’ fees, arising out of or resulting from:(i) any action against GH that is based on any negligent act or omission of OUSD or a third party in transmitting and/or disclosing the PHI and/or claims data; or (ii) the violation of any state or federal statute, ordinance, or regulation by OUSD or a third party in transmitting and/or disclosing the claims data.

8. COMPENSATION, FEES AND EXPENSES

Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. GH agrees that it shall not expect or demand payment for the performance of such services.

GH acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Contract until this Contract 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 Contract.

The following compensation, fees and expenses, shall be paid in consideration for the services provided by GH as described in this Contract at Section 2 – Scope of Services, which has been agreed to, including claims activity. This section shall remain enforced and services provided during the term of this Contract, unless otherwise amended pursuant to section 43 of this Contract.

The amounts to be paid pursuant to this Contract are detailed in two distinct areas of services: First, under subsection 1) below, “Fees for Claims Administration Services”; and Second, under subsection 2) below, “Reimbursable Costs and Expenses” which specifically relate to provision of claims handling services which is the subject of this Contract.

The fees and expenses/costs will be billed together monthly in our standard invoice format. Additionally, if the OUSD elects any optional services identified in this section, such as First Party Subrogation Services or any of the identified Optional Services, such agreed upon additional amounts will also be billed together monthly where applicable.

1) Fees for Claims Administration Services

a. **Time and Expense with a Cap of \$400,000***. The GH Claims team will charge time to each Claim using 1/10th of an hour increments for each task performed on a Claim. The time and further descriptions of each task shall be stated on each monthly invoice. Our cumulative billing, however, shall not exceed the annual cap referenced above, which cap is subject to annual adjustments, and shall run from July 1 through June 30 of each year. The cap is a movable target that should reviewed and potentially adjusted annually, whether by increase or decrease, as circumstances deem appropriate and agreed to by the parties, subject to OUSD Board approval.

The current hourly rates based on position are:

Supervisor: \$135/hour*

Senior Adjuster \$118/hour

Adjuster: \$105/hour*

Claims Processing: \$92/hour*

**The annual cap and hourly rates are subject to a 3% annual escalator.*

2) Reimbursable Costs and Expenses

a. OneTime On-Boarding Fee: N/A

This represents a one-time startup fee to include, but not limited to, the planning and coordination of the onboarding process and documentation, detailing specific claims handling instructions, communication protocols, personalize design of CMIS structure, new client setup – bank account, vendors, W-9, etc., and claims triage/assignment.

b. Annual Administration Fee: \$17,000 per year. Activities include the activities identified in Section I(A) of Attachment A.

c. Mileage – Adjuster: Mileage is paid at the IRS rate, calculated from 1011 Union St., Suite 946 Oakland, California 94607.

d. MMSEA: There is a \$500 annual reporting fee. which are paid directly to ExamWorks, for the performance of CMS reporting.

e. Adjuster Travel Expenses: GH will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval by the OUSD Risk Manager or OUSD Legal designee, and actual expenses will be submitted with receipts on a monthly basis. Travel time/mileage is calculated from 1011 Union St., Oakland, California.

f. CXP Access Fee: Access to the CMIS is Included in the annual administration fee, it includes the setup and management of up to seven (7) user accounts through CXP.

g. iMetrics Report Fee: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

h. Custom Reports: If OUSD requests a custom report, OUSD agrees to pay additional charges at \$250 per hour for creation of said custom reports, which shall be defined as those reports requiring a third-party programmer three hours or more of time to create and is client specific.

i. Conversion Fee: GH will pay the Conversion Fee subject to the terms stated below. The Conversion Fee covers costs associated with electronic data conversion, transition, reconciliation of financials, all reports created and vetted, and OUSD sign-off on CMIS set up.

GH extends to new clients the following: GH believes in the establishment of a long-term partnership, and as such shall pay 100% of all costs relating to the data conversion, which is estimated at \$20,000. This is based solely on GH being retained under this Contract for five years (whether it is this Contract or an extension of/amendment to this Contract). If, for any reason the GH is not retained for five years, the OUSD will be subject to a fee of 20 percent of the full Conversion Fee for each year not retained.

The Conversion Fee does not include, the shipping, storing, scanning, copying, or otherwise handling open or closed paper claims files. Please see subsection M, "Paper Files" below.

Upon early termination of this Contract, any remaining fee will be added to the penultimate invoice and if not paid, will result in an additional balance due and owed to Contractor.

j. Catastrophic Fees: GH recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, GH proposes that should any one catastrophic event occur resulting in ten or more claimants or claims from a single occurrence, OUSD shall be billed at the current hourly rate for all services. Catastrophic Fees under this section only apply to clients which have selected a "Fixed Fee" or "Time and Expense with a cap" payment options.

k. Annual Escalator: All GH pricing options and hourly rates under this Contract are subject to an automatic annual increase. This annual increase shall take effect July 1 of each subsequent year. All hourly rates shall be adjusted at the beginning of each of the remaining years of the term by the lesser of 5%, or in accordance with the changes in the Consumer Price Index (CPI-U) for all Urban Consumers for the Western Region using the most recently published annual percentage change, but in any event such increase shall not be less than 3%.

l. General File: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

m. Paper Files: Upon request of the OUSD, GH is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. GH will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

3) **First Party Subrogation Services And Fees**

Claims Adjusting and Administration Services Contract
Between the Oakland Unified School District and George Hills Company

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of OUSD. GH generally does not handle subrogation claims with a recovery of less than \$5,000. For any claim in excess of \$5,000, OUSD authorizes GH to initiate its Subrogation Services as described more fully in Attachment A, Scope of Services and Client Expressed Authority and Limitations as well as Attachment A-2, Subrogation Agreement. Our services are unique to a first party loss of the OUSD caused by the intentional or negligent act of a third party. OUSD will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained. The minimum amount to be paid to GH will be \$250 per claim upon recovery.

4) Optional Services

a. Legal Services and Consultation (Optional):

GH employs in-house attorneys which service as Litigation Managers and General Counsel and which have vast experience in claims and litigation handling for all claims which are, or could be, subject to this agreement. GH offers the services of its attorneys as an additional resource for GH clients as follows:

i. Litigation Management: \$225 per hour

These services include the oversight of all assigned GH claims adjusters and monitoring and handling of “watch list” claims (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

ii. Monitoring Counsel: \$225 per hour

This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

iii. Outside General and Special Counsel: \$225 per hour

These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

iv. Trial/Mediation/Board Meetings Attendance: \$225 per hour

These services include attending Board Meetings, trial, mediation, and other court hearing

attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

v. Legal Training and Seminars: \$225 per hour

These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law and general liability claims. Courses are customized to address the client's specific needs.

NOTE: These services are traditionally Time and Expense, however an annual fee can be considered.

9. PAYMENT SCHEDULE

GH will submit its invoices to OUSD, and payment shall be made by OUSD, within a reasonable period of time, not to exceed sixty (60) days from the date of the invoice.

10. ELECTRONIC FUNDS TRANSFER OR DIRECT DEPOSIT

GH has determined that the most efficient and secure default form of payment for goods and/or services provided under Contract with OUSD shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both GH and OUSD and agreed-to in writing.

GH will submit a direct deposit authorization request via to OUSD with banking and vendor information, and any other information that the OUSD determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

At any time during the duration of the Contract, GH may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and GH will explain why the payment method designated by the OUSD is not feasible and an alternative is necessary.

11. TERM AND TERMINATION

Term: The term of this Contract shall commence on July 1, 2026, through and including June 30,

2028. The period of the Scope of Services described in Attachments A and A-1, and the associated fees described in Section 8 of this Contract, shall run from **July 1, 2026**, through **June 30, 2028**. The term of this Contract may be extended for periods of one (1) year by mutual agreement of OUSD and GH executed pursuant to Section 43 on this Contract.

Termination for Convenience: OUSD may at any time and for any reason terminate this Contract upon one-hundred twenty (120) days written notice to GH pursuant to section 11 of this Contract. Notice shall be deemed served on the date of mailing. Upon receipt of such notice, GH shall discontinue services at the end of the 120-day period in connection with the scope of services of this Contract. Upon such termination, GH shall be entitled to payment from OUSD for services completed and provided through the date of termination, per Section 8.

Termination for Cause: Either party may terminate this Contract for cause by giving one-hundred twenty (120) days written notice to GH pursuant to section 11 of this Contract. Notice shall be deemed served on the date of mailing. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Contract or (ii) if either party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency.

Termination Costs: If termination takes place in less than five (5) years from start of term, OUSD may be subject to a fee, not to exceed \$2,500, intended to cover costs associated with outgoing data conversion, transition and contract close out.

Upon completion of data conversion and return of data back to OUSD (electronic and/or hard copy), GH will destroy any remaining files upon direction from OUSD.

12. FAIR EMPLOYMENT

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, GH 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, GH agrees to require like-compliance by all its subcontractor (s). GH 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. INDEPENDENT CONTRACTOR

a. This is not an employment contract. GH, in the performance of this Contract, shall be and act as an independent contractor. GH understands and agrees that it and any and all of its employees shall not be considered employees 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. GH 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 GH's employees.

b. GH verifies all of the following:

- i. GH is free from the control and direction of OUSD in connection with the performance of the work;
- ii. GH is providing services directly to OUSD rather than to customers of OUSD;
- iii. the contract between OUSD and GH is in writing;
- iv. GH has the required business license or business tax registration, if the work is performed in a jurisdiction that requires GH to have a business license or business tax registration;
- v. GH maintains a business location that is separate from the business or work location of OUSD;
- vi. GH is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- vii. GH actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- viii. GH advertises and holds itself out to the public as available to provide the same or similar services;
- ix. GH provides its own tools, vehicles, and equipment to perform the services;
- x. GH can negotiate its own rates;

xi. GH can set its own hours and location of work; and

xii. GH is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. INDEMNIFICATION

To the furthest extent permitted by California law, GH shall indemnify, defend and hold harmless

OUSD, its Governing Board, and current and former agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD 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 GH's performance of this Contract. GH also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, vendor, or subcontractor furnishing work, services, or materials to GH arising out of the performance of this Contract. GH shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at GH's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that GH proposes to defend OUSD Indemnified Parties.

15. INSURANCE

GH shall provide OUSD with Certificates of Insurance duly executed by an authorized representative of insurance company or companies authorized to transact business in the State of California, and said Certificates shall evidence that the GH has in full force and effect:

(1) Commercial General Liability Insurance, including automobile coverage, with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury, and property damage;

(2) \$3,000,000 Each Claim/Annual Aggregate Professional Liability coverage;

(3) Workers compensation insurance in conformation with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease; and

(4) Fidelity coverage for theft of OUSD property in the amount of \$1,000,000 per loss.

(5) Coverage for sexual harassment and misconduct by GH employees, officers, and directors, with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

GH shall include OUSD as an additional insured under the Commercial General Liability and the sexual harassment and misconduct insurance referenced above by endorsement or policy wording. 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 this Contract (and within 15 days of each new policy year thereafter during the term of this Contract).

Evidence of insurance shall be attached to this Contract or otherwise provided to OUSD upon request. 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 GH. The policy shall protect GH 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.

GH will provide thirty (30) days written notice, prior to the cancellation or reduction in insurance coverage will be provided.

16. EMPLOYEE SOLICITATION

During the period of this contract, and for a period of one (1) year thereafter, GH agrees not to solicit for employment any OUSD employee contacted during the performance of this contract. During the period of this contract, and for a period of one (1) year thereafter, OUSD agrees not to solicit for employment, or employ either directly or by contract, any employee of GH contacted by the OUSD during the performance of this contract.

17. PERMITS, LICENSES, CERTIFICATES

GH, at GH's sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract, including appropriate business license.

18. INCIDENT/ACCIDENT/MANDATED REPORTING

a. GH shall notify OUSD, via-mail pursuant to Section 20 of this Contract, within twelve (12) hours of learning of any significant accident or incident in any way related to the services performed under this Contract and which involves the OUSD's real property, intellectual property, and/or personnel. Examples of a significant accident or incident include, without limitation, any accident or incident which involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. GH shall properly submit any required accident or incident reports within 5 business days of receipt of said reports. GH shall bear all costs of compliance with this provision.

b. In the event that GH becomes aware of any breach or security incident involving electronic data of the OUSD, GH will provide notice to the OUSD within 10 business days of receiving confirmation that a breach or security incident involved and/or exposure data of the OUSD.

c. To the extent that an employee, subcontractor, agent, or representative of GH is included on the list of mandated reporters found in Penal Code section 11165.7, GH agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5

19. FORCE MAJEURE CLAUSE

GH shall be relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", natural disasters such as earthquake or fires, floods, riots, epidemics, pandemics, including COVID-19 regulations or restrictions issued by federal, state or local governmental authorities, strikes, or any act or order which is beyond the control of GH, provided GH takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

20. NOTICES

All notices to GH shall be sent via e-mail and certified U.S. Mail, postage prepaid, to the following addresses set forth below:

GH

George Hills Company
Attn: Agnes Hoerberling, Chief Customer Officer
P.O. Box 120
Rocklin, CA 95677
Phone: (818) 459-8212

Claims Adjusting and Administration Services Contract
Between the Oakland Unified School District and George Hills Company

E-mail: ahoerberling@avonrisk.com

All notices to the OUSD shall be sent via e-mail and certified U.S. Mail, postage prepaid, to the following addresses set forth below:

OUSD:

Jenine Lindsey
Office of General Counsel
1011 Union St, Suite 946
Oakland, CA 94601
Phone: (510) 879-8535
E-mail: ousdlegal@ousd.org

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 this Section.

This subsection only, regarding Notices, may be amended unilaterally by either party by and through the mailing of new or amended contact information to the other party via certified U.S. Mail at any time.

21. INSPECTION AND APPROVAL. GH agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Section 8 (Compensation), the Services performed by GH must meet the approval of OUSD, and OUSD reserves the right to direct GH to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Contract.

22. COPYRIGHT/TRADEMARK/PATENT/OWNERSHIP. GH understands and agrees that all matters produced under this Contract, excluding any intellectual property that existed prior to execution of this Contract, 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. 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 GH, its employees, or its subcontractors in connection with the Services performed under this Contract. GH cannot use,

reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Contract without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with GH's prior written consent, use GH's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

23. EQUIPMENT AND MATERIALS. GH shall provide all equipment, materials, and supplies necessary for the performance of this Contract.

24. QUALIFICATIONS AND TRAINING. GH represents and warrants that GH has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. GH will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All GH employees and agents shall have sufficient skill and experience to perform the work assigned to them.

GH represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Contract 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, if GH was selected, at least in part, on such representations and warrants.

25. TESTING AND SCREENING

Tuberculosis Screening. GH is required to screen employees who will be working at OUSD sites for more than six hours. GH agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, GH 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, GH shall obtain an x-ray of the lungs. GH, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

Fingerprinting/Criminal Background Investigation. For all GH employees, subcontractors, volunteers, and agents providing the Services, GH shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. GH confirms that no employee, subcontractor, volunteer, or agent providing the Services

has been convicted of a felony, as that term is defined in Education Code section 45122.1. GH shall provide the results of the investigations and subsequent arrest notifications to OUSD.

GH agrees to immediately remove or cause the removal of any employee, representative, agent, or person under GH's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide GH with a basis or explanation for the removal request.

26. ASSIGNMENT. The obligations of GH under this Contract shall not be assigned by GH without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

27. 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, GHS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

28. WAIVER. No delay or omission by either OUSD or GH in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Contract.

29. NO RIGHTS IN THIRD PARTIES. This Contract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. Through its execution of this Contract, GH 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 GH does not appear on the Excluded Parties List (<https://www.sam.gov/>).

31. LIMITATION OF OUSD LIABILITY. Other than as provided in this Contract, OUSD's financial obligations under this Contract shall be limited to the payment of the compensation described in Section 8 (Compensation). Notwithstanding any other provision of this Contract, 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 Contract for the Services performed in connection with this Contract.

32. AUDIT. GH shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of GH transacted under this Contract. GH shall retain these books, records, and systems of account during the term of this Contract and for three (3) years after the End Date. GH shall permit OUSD, 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 Services covered by this Contract. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to GH and shall conduct audit(s) during GH'S normal business hours, unless GH otherwise consents.

33. LITIGATION. This Contract shall be deemed to 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 Contract.

34. INCORPORATION OF RECITALS AND EXHIBITS. Any recitals and exhibits attached to this Contract are incorporated herein by reference. GH agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Contract, the terms and provisions of this Contract shall govern.

35. SEVERABILITY. If any term, condition or provision of this Contract 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.

36. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

37. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Contract, and all amendments, addenda, and supplements to this Contract, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Contract, each party waives the

requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. W-9 FORM. If GH is doing business with OUSD for the first time, GH acknowledges that it must complete and return a signed W-9 form to OUSD.

39. AGREEMENT 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.

40. SIGNATURE AUTHORITY

Each party has the full power and authority to enter into and perform this Contract, and the person(s) signing this Contract on behalf of each party has been given the proper authority and empowered to enter into this Contract.

Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. GH agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Contract or as legally binding in any way.

41. CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL. OUSD shall not be bound by the terms of this Contract 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 GH absent such formal approval or valid and proper execution.

42. AMENDMENT

GH and OUSD agree that the terms and conditions of the Contract may be reviewed or modified at any time. Any modifications to this Contract, however, shall be effective only when agreed to in writing by both the OUSD and GH, excepting only, modifications to the contact information to which Notices shall be sent under Section 20.

43. CONTRACTOR NOT A PUBLIC OFFICIAL

Neither GH, nor any employee of GH, is a "public official" for purposes of Government Code §§ 87200 et seq. GH conducts research and arrives at conclusions, provides advice, recommendation, or counsel independent of the control and direction of the OUSD or any official of the OUSD, other than normal contract monitoring. In addition, GH possesses no authority with respect to any OUSD decision beyond these conclusions, advice, recommendation, or counsel.

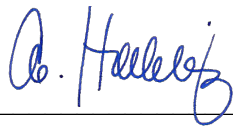
44. ENTIRE CONTRACT

GH and OUSD agree that this contract constitutes the entire contract of the parties regarding the subject matter described herein and supersedes all prior communications, contracts, and promises, either written or oral.

45. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Contract that specify a time for performance: provided, however that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

Date

BY: 
Agnes Hoeberling, Chief Customer Officer
GEORGE HILLS COMPANY INC.

Date

BY: _____
Jennifer Brouhard, Board President
OAKLAND UNIFIED SCH. DIST.

Date

BY: _____
Denise Saddler, Interim Superintendent
OAKLAND UNIFIED SCH. DIST.

Approved as to Form:



Roxanne De La Rocha

June 1, 2026

Claims Adjusting and Administration Services Contract
Between the Oakland Unified School District and George Hills Company

Roxanne M. De La Rocha
OUSD Senior Staff Counsel

Date

Attachments:

- A Scope of Services and Client Expressed Authority & Limitations under the Contract
- A-1 Addendum to Scope of Services: Additional OUSD Requirements
- A-2 Subrogation Agreement
- B Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)
- C Preferred Method of Check Processing
- D Allocated Expenses
- E Data Sharing Agreement

ATTACHMENT A

SCOPE OF SERVICES AND CLIENT EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE CONTRACT

This Attachment A and Attachment A-1, which is incorporated herein by reference, are intended to provide the scope of services and specific service expectations in the Service Contract, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our Client Service Profile. In addition to the expectations and requirements outlined in Attachment A-1, services to be provided by GH on behalf of clients may include all or some of the following:

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

Throughout each year GH performs numerous functions which support claims administration on behalf of the Client, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new client there are several “on-boarding” services that are general and administrative in nature. Below is a list of such services which are included within the terms of this Contract:

- 1) Access to CMIS and training.
- 2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
- 3) Monthly claim summary reports.
- 4) Providing loss run data and required reports.
- 5) Providing annual reports to outside agencies.
- 6) Filing of regulatory reports (such as 1099, W-9, etc.).
- 7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by OUSD.
- 8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
- 9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
- 10) Discussion and agreement on the Approval process.
- 11) Process checks weekly.
- 12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).

- 13) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
- 14) Submit monthly check registers of all transactions made for the period.
- 15) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need).
- 16) Monthly bank reconciliation (prepared and sent to OUSD).
- 17) Special reports that requested to go with billing invoices (by member, claim type, etc.).
- 18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).
- 19) Certificates of insurance as required by the Contract.

B. Investigative Services

- 1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
- 2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all OUSD losses but not to include extraordinary investigative services outside the expertise of GH.
- 3) In the event OUSD or other agency conducts any investigation, and upon Client's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
- 4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 5) Undertake items of investigation requiring special handling for OUSD at the direction of the OUSD's Attorney or authorized representative.

C. Liability and Claim Handling Services

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) GH will follow any OUSD policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
- 4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.

- 6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
- 7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 8) Maintain records on any such claim and notify OUSD when OUSD is about to exhaust the Self-Insured Retention.
- 9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
- 10) Perform periodic reviews, as needed, of OUSD files and claims as well as statutory requirements to ensure compliance including excess insurance related requirements.
- 11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. *(See Attachment B)*
- 12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. Litigation Support Services

- 1) Upon notification by the OUSD that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
- 2) Work cooperatively with OUSD in choosing outside counsel from approved panel, and assist defense counsel in on-going litigation defense efforts.
- 3) Obtain and maintain a Litigation Plan and Budget.
- 4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
- 5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- 6) Assist in responding to discovery or preparing discovery.
- 7) At the request of the OUSD, attend mandatory settlement conferences on behalf of OUSD.
- 8) Appear on behalf of OUSD in small claims actions filed against OUSD on open claims handled by GH.
- 9) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation, discovery, and case strategy with counsel.
- 10) Cooperate with counsel as a team with an open communication approach on each case to

obtain the most economical and best result for the OUSD.

E. Reports and Procedures

1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide OUSD with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.

2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be OUSD's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the OUSD is the property of GH. Additional copies of original reports, documents, and data requested by OUSD will be at OUSD's expense in accordance with this contract.

3) GH agrees that OUSD have access and the right to audit and reproduce any of the GH's relevant records to ensure that the OUSD is receiving all services to which the OUSD is entitled under this Contract or for any purpose relating to the Contract.

F. Data

1) Utilize GH's claims management system—CXP (ClaimsXpress).

2) Record all claim information including all financial data.

3) Provide OUSD and broker Read only on-line access to the claims data system (up to five users), if desired by OUSD.

4) Provide monthly standard loss run and check register.

5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.

6) Provide assistance to OUSD in developing customized reports when requested (may require additional charge).

7) Arrange for electronic file conversion for any open and closed claims at the direction of OUSD.

G. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with Client to review and discuss OUSD's claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR.

H. Financial Accounting

- 1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by OUSD.
- 2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
- 3) Submit monthly check registers of all transactions made for the period.
- 4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.
- 5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.
- 6) GH will provide monthly bank reconciliation reports to OUSD for audit purposes.

I. Third Party Subrogation Services

- 1) GH personnel are well versed in the identification, handling, and pursuit of subrogation claims arising out of CLAIMS which are the subject of this Contract. Included within this contract, GH will perform the following functions:
- 2) Identify potential opportunities to recover from persons, businesses, and entities other than the OUSD.
- 3) Prepare and file a claim with each identified entity.
- 4) As applicable, tender defense to or seek recovery from any identified entity.
- 5) With the assistance of counsel, prepare and file any necessary litigation required to effect the claim of recovery on behalf of the OUSD
- 6) Manage litigation related to such claims made to other person, businesses or entities.

J. First Party Subrogation Services

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of OUSD. GH does not generally handle subrogation claims with a value of less than \$5000. For any claim in excess of \$5,000, OUSD may retain GH for Subrogation Services. Our services are unique to a first party loss of

the OUSD caused by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, and may include:

- 1) Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;
- 2) Services or materials provided by outside vendors or contractors;
- 3) Internal or external vehicle or equipment use and/or rental;
- 4) Materials and/or goods utilized for the repair/replacement of damaged property; and/or
- 5) Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing documents.

II. CLIENT EXPRESSED AUTHORITY AND LIMITATIONS

The list immediately below contains numerous services provided in this Contract for which GH requests the OUSD expressly establish authority and/or limitations, on the ability of GH to act on behalf of the OUSD. The OUSD will check the appropriate box establishing the authority of GH to act or the limitation as to that authority.

INVESTIGATION:

- George Hills will conduct all investigations
- OUSD will conduct all investigations
- OUSD will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

- Must be preauthorized by OUSD
- Does not need preauthorization

REJECTION OF CLAIMS:

OUSD's position regarding rejections (e.g., if entity so dictates, a claim will be rejected for insufficiency). *Check all that apply.*

Protocols for Rejections

GH needs authorization

- GH does not need authorization
- XX GH sends the Rejection
- OUSD sends the Rejection
- GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

XX GH will handle litigated claims

Full

XX As assigned

XX Check Issuance and Data Input

Data Input only

OUSD will handle litigated claims inhouse, with GH to capture data into SIMS

OUSD will send data to GH weekly

OUSD will send data to GH monthly

Mandatory Settlement Conferences

GH always attends

XX At OUSD request only

Small Claims Actions filed against OUSD

XX GH always appears

At OUSD request only

Legal Counsel

XX GH must have OUSD authorization to refer to outside Legal Counsel

GH does not need OUSD authorization to refer to outside Legal Counsel

XX GH must use OUSD approved Legal Panel for Attorney selection

OUSD does not have an approved Legal Panel for Attorney selection

All Litigation to be handled by OUSD inhouse Legal

XX GH always sends Litigation Assignment packets to Legal Counsel

OUSD specific Litigation Guidelines: XX Yes No

OUSD specific Litigation Referral Form/Letter: XX Yes No

OUSD specific Litigation Budget Form: Yes XX No

Pay fees for Experts, photocopies, medical records as: XX Expense Legal

EXCESS REPORTING:

XX GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

OUSD will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

\$0.00 Other: \$ 50,000 (specify amount)

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

XX Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the OUSD.

Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

GH stops tracking activity once the SIR has been reached.

XX GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.

XX GH will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

GH is authorized to initiate third party subrogation claims on behalf of OUSD

XX GH must obtain authorization to initiate third party subrogation claims on behalf of OUSD.

FIRST PARTY SUBROGATION SERVICES:

XX OUSD elects to incorporate the first party subrogation services of GH into the contract

XX OUSD authorizes GH to initiate first party subrogation claims on behalf of OUSD

XX OUSD agrees to the additional compensation payable to GH for its first party subrogation services

as follows:

GH shall be entitled to 30% of the gross recovery for each claim initiated by GH through its first party subrogation efforts.

XX OUSD agrees to the terms and conditions stated in Attachment A-2, Subrogation Agreement.

ATTACHMENT A-1

ADDENDUM TO SCOPE OF SERVICES: ADDITIONAL OUSD REQUIREMENTS

A. GH shall monitor, investigate, evaluate, process, manage and resolve all property and liability claims and potential claims for money damages or losses against OUSD, its officers, agents, or employees. Additionally, GH shall monitor Incident Reports (IR) and provide reminders to Administrators.

1. In all dealings with OUSD, GH staff shall demonstrate responsiveness, reliability, flexibility, strong teamwork and cooperation, respect, initiative, organization, and receptiveness to feedback, a high degree of accuracy and knowledge of applicable industry and legal standards.

B. Uniform Complaints and Incident Reports

1. GH shall record and track all uniform complaints and incident reports reported via an email address to be set up by GH.

a. GH shall code uniform complaints and incident reports involving (i) bullying, (ii) restraints and seclusion, and (iii) sexual assault and molestation, in a manner that allows it to generate reports of such complaints and incident reports upon request by OUSD.

2. Within two (2) business days of receipt of uniform complaint or incident report that requires immediate reporting to OUSD's Northern California ReLiEF excess carrier, pursuant to the Memorandum of Coverage between OUSD and that provider ("NCR MOC"), GH shall notify OUSD's General Counsel Designee(s) and Risk Management Officer of the uniform complaint or incident report using an agreed upon method designed to ensure their attention thereto.

a. GH shall also notify the excess carrier or its administrator on behalf of OUSD in accordance with the specific requirements of the excess carrier and its administrator.

3. Within two (2) business days of receipt of incident report regarding workers' compensation, GH shall notify the agreed-upon designee of the workers' compensation TPA and copy the Risk Management Office designee.

4. GH shall investigate uniform complaints and incident reports upon request by OUSD.

C. Government Tort Claims Management

1. GH shall provide comprehensive claims management and administration, including existing open claims. This will include investigation, case management, written responses, defense counsel payments and management and settlement/negotiations. GH shall manage all claims to their final conclusion. CCSMI agrees that OUSD's General Counsel Designee(s) has exclusive decision-making authority regarding the selection of all counsel/attorneys who may be retained to assist or work with GH on an OUSD claim or matter.

2. General Timeline for Claims Handling

a. GH shall within two (2) business days of receipt of a new claim, enter the claim information into its claims management information system.

b. Within two (2) business days of receipt of a Government Code claim that requires immediate reporting to OUSD's Northern California ReLiEF excess carrier, pursuant to the NCR MOC, GH shall notify OUSD's General Counsel Designee(s) and Risk Management Officer of the claim using an agreed upon method designed to ensure their attention thereto.

i. GH further agrees to notify the excess carrier or its administrator on behalf of OUSD in accordance with the specific requirements of the excess carrier and its administrator.

c. GH shall also begin the file review and initial investigation within four (4) business days of receipt of the claim.

d. For claims that could be considered either insufficient or untimely, GH shall send OUSD's General Counsel Designee(s) and Risk Management Officer within ten (10) business days of claim filing a written claim analysis report including, but not limited to, recommendations for action (i.e., notice of insufficiency or return as untimely). OUSD's General Counsel Designee(s) and/or Risk Management Officer will respond to recommendation for action within three (3) business days.

e. For all other claims, GH shall send OUSD's General Counsel Designee(s) and Risk Management Officer within twenty (20) business days of claim filing a written claim analysis report including, but not limited to, 1) fact analysis, 2) liability assessment, 3) possible defenses, 4) damage assessment, 5) loss reserve analysis, and 6) recommendations for action (including settlement, rejection, tender, and/or defense). OUSD's General Counsel Designee(s) and/or Risk Management Officer will respond to recommendation for action within three (3) business days.

f. GH shall send OUSD's General Counsel Designee(s) copies of all documents related to claim response at least five (5) business days prior to issuance, to allow OUSD's General Counsel Designee(s) an opportunity to review and provide feedback.

3. Settlement of Claims

a. GH shall contact OUSD's Designee(s) in the Office of the General Counsel) and Risk Management Officer, respectively, with its settlement recommendation and obtain from OUSD approval to negotiate and resolve any claim, except where OUSD's liability cannot reasonably be disputed, and the settlement amount is less than \$500, in which case GH has approval to settle without prior approval from OUSD. GH shall notify OUSD's General Counsel Designee(s) and Risk Management Officer of such settlements within two (2) business days of settlement.

b. GH shall settle all aspects of a claim as one "global" settlement, unless authorized differently by OUSD's General Counsel Designee(s).

c. GH agrees that settlements of more than fifty thousand dollars (\$50,000) must be approved by OUSD's Board of Education. Upon request by OUSD, GH shall prepare settlement agreements and draft Board memoranda for OUSD Board approval on claims GH is handling.

d. GH shall coordinate Medicare and Medicaid set aside agreements in compliance with all applicable laws and reporting requirements, including Section 111 of the Medicare, Medicaid, and SCHIP Extension Act ("MMSEA").

e. GH shall, upon appropriate approval by OUSD, initiate settlement payments through a District-owned checking account established specifically for that purpose. OUSD may also request GH to process grievance settlements through the checking account. A monthly reconciliation statement and check register for all payments made from the account must be provided by GH to OUSD's Risk Management Officer. GH shall demonstrate appropriate controls are in place to monitor all financial transactions and protect the integrity of the account.

f. OUSD agrees to provide advance funding for any settlement over fifty thousand dollars (\$50,000).

4. GH shall keep OUSD's General Counsel Designee(s) and Risk Management Officer, respectively, fully informed of all significant developments in assigned matters.

5. GH shall establish and maintain liability and expense reserves on each claim which fairly and adequately reflect OUSD's exposure according to standard industry practices.

6. GH shall report to OUSD any assigned claims determined to present a potential conflict of interest. GH shall not represent OUSD where a conflict may exist, without an express written and executed waiver from OUSD.

7. GH shall acknowledge existing claimants by letter and notify them of newly assigned adjuster and contact information within thirty (30) days of start of contract.

8. GH shall prioritize assessing claims for upcoming deadlines to enable timely response without waiver of defenses. At the end of the contract term, GH will immediately transfer all files to any new TPA or the District, as directed.

9. GH shall coordinate, consult, and fully cooperate with District personnel in the administration of all claims assigned to GH. GH shall cooperate with OUSD in-house and outside attorneys to resolve claims and subsequent litigation.

D. Lawsuits

1. GH shall provide comprehensive litigation management and administration. This will include case management, written responses, defense counsel payments and management and settlement/negotiations. GH shall manage all lawsuits to their final conclusion, in accordance with the requirements of the NCR MOC and litigation best practices. GH agrees that OUSD's General Counsel Designee(s) has exclusive decision making authority regarding the selection of all counsel/attorneys who may be retained to assist or work with GH on an OUSD claim or matter.

2. Where OUSD is served with a lawsuit or otherwise discovers the filing of a lawsuit against it, within three (3) business days of this discovery, OUSD will notify GH, which will either update its claim file for that matter (where a Government Code claim was previously filed) or create a file. Where GH discovers the filing of a lawsuit against OUSD, within three (3) business days of this discovery, GH will notify OUSD and will either update its claim file for that matter (where a Government Code claim was previously filed) or create a file.

3. Where OUSD determines that a lawsuit should be assigned to outside counsel, OUSD and GH agree to the following process:

a. OUSD team identifies the outside counsel to which it wishes to assign the lawsuit, and informs GH of this identification;

b. If outside counsel accepts assignment, GH sends an assignment letter and all documents maintained and/or collected related to the matter, including file notes;

c. GH notifies insurer of the defense assignment as required under the MOC.

E. Tender

1. Within five (5) business days of receipt of a uniform complaint or incident report indicating potential liability of a third party, GH will make reasonable efforts to obtain the agreement between OUSD and that third party (to the extent such an agreement exists), will review the indemnification or similar provisions of that agreement, and will notify the third party of the incident and of OUSD's intent to formally tender if a Government Code claim or lawsuit is filed.

2. Within five (5) business days of receipt of a Government Code claim or lawsuit indicating potential liability of a third party, GH will make reasonable efforts to obtain the agreement between OUSD and that third party (to the extent such an agreement exists), will review the indemnification or similar provisions of that agreement, and will provide a recommendation regarding tender to OUSD's General Counsel Designee(s) and Risk Management Officer. OUSD's General Counsel Designee(s) and Risk Management Officer will respond to said recommendation within two (2) business days. If it is determined that claim or lawsuit should be tendered, the TPA will notify the third party of tender.

F. First-Party Property Losses

1. GH shall provide comprehensive claims management and administration of OUSD's first-party property losses within the applicable SIR/MRL, to include investigation, documentation, and valuation of such losses for purposes of establishing appropriate internal reimbursement amounts between OUSD's self-insurance fund and the individual departments sustaining such loss. For any property losses which exceed the applicable MRL, GH shall work with OUSD staff on obtaining appropriate loss reimbursement from the excess carrier, which may include reconciliation of loss payment and / or reimbursement request.

2. GH shall manage these purely internal property claims to their final conclusion, including potential subrogation recoveries from responsible third parties or eligible reimbursement from excess carrier.

G. Employee Reimbursement Program

1. As OUSD has established a limited program of non-tort reimbursement for certain, qualifying losses of property belonging to District employees, GH shall provide comprehensive claims management and administration of employee property reimbursement claims, including investigation and valuation of such losses and communications and response to claimants.

2. Where GH discovers that an employee has erroneously submitted an employee property reimbursement claim through a procedure other than that specified in the preceding paragraph, GH will, within two (2) days of receipt of the erroneous claim, notify the employee of the need to properly submit an employee property reimbursement claim, and GH will thereafter timely reject the improperly submitted claim.

H. Subrogation

1. GH shall identify potential sources of subrogation recovery in all of the claims it handles for OUSD.

2. GH shall provide OUSD with an analysis and recommendation regarding the amount and likelihood of recovery in every potential subrogation it identifies.

I. Data Management

1. GH shall enter into and maintain all open claims and new claims, as well as closed claim data in an OUSD-approved electronic claims management information system.

2. In collaboration with OUSD, GH shall create and maintain a “site” and “department” coding system which will allow for analysis of loss data in relation to those elements.

3. GH shall create and maintain a review system to ensure accurate data will be entered into the claims management system. All claims must be reviewed on a periodic basis, as determined by OUSD. The review system must include a check on all the financial documentation entered into the claims management system to ensure the financial integrity of the system. In addition, the review system must include, but is not limited to, appropriate claims handling and reserving procedures, and timely file closures.

4. GH shall use electronic notes in the claims management information system to record activity which shall be updated with new developments. All significant documents (e.g., e-mail updates, status updates from counsel, investigative documents) will be saved/scanned into the database by the TPA.

5. GH shall provide training, support and access to OUSD's Legal and Risk Management Department staff of the claims management information system so that they may search for claim information and data, as required.

6. GH agrees that it is responsible for the protection of the confidentiality, availability, privacy and integrity of OUSD's information in GH's custody. GH has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. GH agrees that the Information Security Policy applies to all TPA personnel, including temporary employees, independent contractors and vendors with access to TPA systems.

7. GH shall use technological platforms currently in use by OUSD, such as Google Documents, Google Sheets, and Zoom.

J. Reporting and Audits

1. GH agrees that it will review on a quarterly basis selected OUSD matters with OUSD's General Counsel Designee(s) and Risk Management Officer, respectively, and/or other designated OUSD officials to discuss the status of ongoing matters and to make case strategy recommendations.

2. GH shall provide the following reports on a monthly basis – (a) a detailed listing of all open matters (segregated by uniform complaints/incident reports, Government Code claims, and lawsuits) broken down by type of matter, location, date of incident, line of coverage, and such other fields as may be reasonably requested by OUSD; (b) a summary of all claims broken down by location, policy year and line of coverage; (c) a check register listing all checks issued during a reporting period; (d) all payments to outside counsel from the beginning of each fiscal year; and (e) any reports mutually agreed between GH and OUSD.

3. GH shall provide monthly statistical reports on claims (i.e., open claims, closed claims, and financial reports) on all fees and costs paid on liability claims in a form acceptable to OUSD's General Counsel Designee(s) and Risk Management Officer, respectively. Standard, custom and ad-hoc reports shall be furnished to OUSD at no additional cost. Reports identified by OUSD shall automatically be generated at the intervals and distributed to the identified parties, as specified by OUSD.

4. GH shall comply with all reporting requirements of OUSD's excess carrier administrator. Requirements include notifying, on a timely basis, OUSD and OUSD's excess carrier administrator of any claims that may exceed OUSD's self-insured retention and/or that meet the

reporting requirements of the excess insurer. GH agrees that such notification shall be by email to OUSD and the insurer and a first report notice shall be submitted to the excess carrier administrator with a copy to OUSD's General Counsel Designee(s) and Risk Management Officer, respectively. All subsequent TPA communications to excess carrier shall be copied to OUSD's General Counsel Designee(s) and Risk Management Officer.

5. GH shall proactively manage OUSD's claims, identify loss trends, and suggest steps that might be taken to mitigate future claims.

6. GH agrees, upon request, to cooperate, assist, and meet with auditors and actuaries reviewing OUSD's and GH's system and records. GH will provide documents to auditors and actuaries upon request. To ensure a high quality work product, GH also agrees, upon request, to cooperate, assist and meet with OUSD's General Counsel Designee(s) on third-party administrator audits conducted by OUSD's Office of the General Counsel, Risk Management Department or Excess Carrier administrator.

7. GH agrees that OUSD will periodically audit OUSD's claims, to include but not be limited to, the settlement fund and claim file data. The audit will include, but not necessarily be limited to, GH's compliance with established procedures and controls; prompt, thorough, well documented claims investigations; adjusting expertise consistent with industry standards; settlement; file documentation; and reserves management.

K. GH's Retention of Support Services

1. OUSD's Risk Management Officer must pre-approve expenditures for support services which exceed \$500 (Five Hundred Dollars) for a specific service per claim. In selecting support services such as copy services, investigators, experts/consultants and similar providers for handling claims, GH shall with OUSD's local business policy. Specifically, in order to provide economic opportunity for Oakland residents and businesses, and stimulate economic development in Oakland, OUSD has implemented a Local, Small Local and Small Local Resident Business Enterprise Program. This is defined in OUSD Administrative Regulation 7115, which includes all details on that program.

L. Closed Files

1. Matters shall be deemed "closed" as follows:

- a. A uniform complaint or incident report is deemed “closed” when the deadline for filing a Government Code claim has expired, and no such claim has been filed, or when the matter is resolved by settlement.
 - b. A Government Code claim shall be deemed “closed” when the deadline for filing a lawsuit has expired, and no such lawsuit has been filed, or when the matter is resolved by settlement.
 - c. A lawsuit shall be deemed “closed” when the lawsuit is dismissed, the deadline for filing an appeal has expired, and no such appeal has been filed.
2. GH shall maintain all closed claim files on behalf of OUSD for a period of fifteen (15) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. GH agrees that any closed file can be retrieved within 24 hours of GH receiving a request from OUSD. GH agrees that closed claims related to sexual abuse/molestation of a minor shall be maintained indefinitely by GH and shall be subject to the 24 hour provision requirement set forth above.

M. Additional Terms

1. GH shall use the standard/form templates approved by OUSD in managing uniform complaints, incident reports, Government Code claims, and lawsuits, to the extent such approved standard/form templates exist.
2. GH agrees that it is the adjustor of record and shall track data using OUSD, as well as excess carrier/excess carrier administrator, and/or industry standard loss and payment codes. GH shall maintain confidentiality of OUSD claims information.
3. On occasion, OUSD requires special services be provided. Should there be a need for such services, GH and OUSD agree to negotiate the cost for said services. Said costs will be independent of the annual agreement fee and shall be paid as an allocated claim expense.
4. GH agrees that OUSD reserves the right to discuss modifications and additions to the agreed-upon services throughout the term of this Agreement. Should additional services become desirable, OUSD and GH shall negotiate the terms of such desired services, as appropriate. If GH is unable to provide the desired services in a manner acceptable to OUSD, OUSD may identify an alternate service provider and obtain the services in a manner agreeable to all involved parties.

ATTACHMENT A-2

SUBROGATION AGREEMENT

This Subrogation Agreement is made and entered into this 1st day of July, 2026 by and between the **OAKLAND UNIFIED SCHOOL DISTRICT**, hereinafter referred to as “OUSD”, and **GEORGE HILLS COMPANY , INC.**, hereinafter referred to as “GH”.

I. GH does not generally handle subrogation claims with a value of less than \$5000. For those claims in excess of \$5000, OUSD may:

- a. Authorize GH to act as a representative of OUSD for the investigation, adjustment, processing, supervision and evaluation of an ultimate recovery of potential money from damage claims against parties for whom it is alleged to be legally responsible.

- b. Authorize GH to engage the services of a litigation attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for OUSD. Upon determination by the attorney that a civil action is in the best interest of OUSD, GH will notify OUSD and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney.

- c. While GH is handling a subrogation claim for OUSD pursuant to the terms of this Contract, the institution of a civil action is determined by OUSD to be the best course of action, OUSD may elect to do so at OUSD’s own expense.
 - i. Recall the claim to OUSD’s control so that OUSD may pursue recovery in a manner to be determined by the OUSD’s attorney to be in the best interest of the OUSD.

 - ii. In the event OUSD recalls the claim as indicated above, OUSD shall be responsible for payment to GH for any and all time and expense incurred by GH’s subrogation claim adjuster and/or other subrogation division staff up to the time wherein the claim has been recalled by OUSD.

II. OUSD will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained. The minimum amount to be paid to GH will be \$250 per claim upon recovery. However, GH has the authority to reject any claim for any reason, relieving OUSD of any fiscal responsibility for rejected claims only.

a. Generally, no recovery shall be agreed to involving payment plans if the recovery is less than \$5,000 and/or greater than a one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to exceed this amount and/or length of time, Subrogation fee shall be 45%. In the event a payment plan is authorized and entered into, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the OUSD upon the entry of the payment agreement. GH will make every attempt to enforce the provisions of the payment agreement with the claimant, but in no way guarantees the fulfillment of the terms of the payment agreement. In the event the terms of the payment agreement are not fulfilled and warrant pursuit through the small claims process, authority to pursue through small claims will be requested.

b. Authorize GH to appear in small claims court for recovery of funds. Authority for the pursuit of recovery through small claims will be requested prior to the filing of documents with the court to initiate the small claims action. Each appearance will be an additional fee of \$150. All costs for the handling of small claims court actions, i.e. service of process of documents on the responsible parties, mileage, parking, and toll shall be an additional cost and will be the responsibility of the OUSD. Additional allocated costs shall be billed separately upon the cost being incurred, such as, but not limited to: skip tracing, service of process, and third-party sub contracted investigation.

c. GH reserves the right to cease working on any claim whereas information has not been made available to GH within 120 days after GH has submitted the information and/or documentation request to OUSD, at such time the claim will be closed.

d. Due to the nature of these services, in that compensation is contingent upon recovery, if the contract is terminated prior to recovery or other closure of any claim, the OUSD shall pay GH for all expenses and time spent, to date, on any claim(s) currently open and recovery in process. Payment shall be based on the current hourly rate of GH. GH will submit the final invoice within five business days of termination.

III. General Terms and Conditions

a. Successors and Assigns.

All of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

b. Construction.

The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references

to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the Agreement.

c. Integration.

This Agreement, and all related documents referred to in this Agreement, constitute the entire Agreement between the parties. There are no oral agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

d. Third-Party Rights.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

e. Severability.

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.

f. Waivers.

No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

g. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Purchaser.

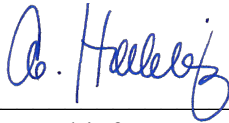
h. Authority of Parties.

All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

i. Governing Law.

This Agreement shall be governed by and construed in accordance with California law.

4/29/26
Date

BY: 
Agnes Hoerberling, Secretary & Chief Customer Officer
GEORGE HILLS COMPANY INC.

Date

BY: _____
Jennifer Brouhard, Board President
OAKLAND UNIFIED SCH. DIST.

Date

BY: _____
Denise Saddler, Interim Superintendent
OAKLAND UNIFIED SCH. DIST.

Approved as to Form:


Roxanne M. De La Rocha
OUSD Senior Staff Counsel

June 1, 2026
Date

ATTACHMENT B

MEDICARE, MEDICAID, AND SCHIP EXTENSION ACT OF 2007 (MMSEA)

This law requires liability insurers, self-insurers, no fault insurers and workers' compensation insurers to report certain information to The Centers for Medicare and Medicaid Services (CMS) concerning Medicare beneficiaries. The penalty for failure to comply is \$1,000 per day, per claimant.

George Hills Company, Inc. (GH) has contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for the OUSD. ExamWorks shall represent the OUSD and Responsible Reporting Entity (RRE) to this existing contract and this addendum and will be the designated reporting agent. GH will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. GH agrees to assume the responsibility for reporting data to ExamWorks to meet all reporting requirements in accordance with MMSEA, on behalf of the RRE; including assuming responsibility for any fines or penalties that are directly caused by GH's non-compliance. GH further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from GH's direct failure to timely and accurately provide the reporting data to ExamWorks. The above-mentioned obligations to indemnify and hold-harmless shall not be applicable to matters relating to delays caused by RRE or other third parties, or inaccurate data supplied to GH by RRE or other third parties.

By contract with GH, ExamWorks will indemnify and hold GH harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of its obligations as reporting agent, which indemnity will include all reasonable costs of litigation and attorneys' fees incurred. Without in any way limiting the indemnity set forth in this Contract, all work performed by ExamWorks will be done in a professional manner.

GH shall perform the necessary data gathering for RRE and ExamWorks; as such GH shall include in our monthly invoicing the time incurred for such work at our contract hourly rate or will be included in your monthly flat fee or claims adjusting.

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GH, and its RREs, shall be charged as an Allocated Expense, as defined in Attachment C, subject to the following. RRE will designate ExamWorks, unless otherwise requested, as its exclusive vendor for all of RRE's "Qualified Referrals" (those claims determined to require Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) and RRE will utilize other ExamWorks services related to Medicare Secondary Payer (MSP) compliance identified in their fee schedule.

**ATTACHMENT C
PREFERRED METHOD OF CHECK PROCESSING**

1. Selection of Bank

a) GH uses CA Bank & Trust

b) Clients Choice

Name

Address

Please provide signature cards, sample check, starting check number, name of contact person

2. Trust Balance Desired \$100,000, notify when falls below \$50,000

3. Account funding: GH will notify client when the balance falls below required balance

4A. Number of Signatures Required

a) One

b) Two on all checks

c) Two on checks in excess of \$ _____

4B. If two signatures are required please specify:

a) Both GH

b) One GH, one client

GH signers: Agnes Hoerberling, Secretary; Chris Shaffer, Vice President; Kimberly

Santin, Finance

Director

5. Accountability

a) Positive Pay: Yes No

GH recommends positive pay to mitigate the potential for fraud.

b) Check Registers: Yes No

Weekly Monthly

c) Statement to be balanced by client, or
XX Statement to be balanced by GH with copies to client

ATTACHMENT D ALLOCATED EXPENSES

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outsource services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, George Hills has provided a list, by no means an exhaustive list, of typical allocated expenses.

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees (ExamWorks);
- Costs of undercover operatives and detectives;
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgment is sought;
- Costs for independent medical examination or evaluation for rehabilitation;
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
- Costs for copies of any public records or medical records;
- Costs of depositions and court reporting;
- Costs and expenses of subrogation, (if not George Hills);

- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
- Witness fees and travel expenses;
- Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
- Costs of appraisal fees and expenses not included in flat fee or performed by others;
- Costs of indexing claimants;
- Services performed outside the TPA’s normal geographical regions;
- Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
- Investigation of possible fraud including SIU services and related expenses; and/or
- Any other similar cost, fee, or expense that is not otherwise included in the TPA’s service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity, including travel related expenses.

ATTACHMENT E

DATA SHARING AGREEMENT

This Data Sharing Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “RECIPIENT INDIVIDUAL” includes (to the extent they exist): RECIPIENT Board members, officers, trustees, and directors; RECIPIENT employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under RECIPIENT’s direction, invitation, or control.

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to OUSD’s transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS’s protection of such data (“PURPOSE”).
 - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as “OUSD Data.”
 - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
 - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re disclosure of any OUSD Data without the express written consent of OUSD.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**. If the TERM is longer

than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii) no OUSD Data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

3. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
5. **Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
6. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct, as necessary.
7. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.

8. **Employee Obligation.** RECIPIENT shall require all RECIPIENT INDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
9. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.
10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall delete, dispose, or destroy all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been deleted, disposed of and/or destroyed.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under

the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

- b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.
 - iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
- e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.

14. Equipment and Materials. RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

15. Certificates/Permits/Licenses/Registration. RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.

16. Qualifications, Training, and Removal.

- a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under 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.
- c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.

17. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.

18. Termination.

- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice

without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- d. Upon termination, RECIPIENT shall provide OUSD with all data and materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.

19. Legal Notices. Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

20. Conflict of Interest.

- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the

Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.

21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

RECIPIENT 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

22. Limitation of OUSD Liability. OUSD shall have no financial obligations under this AGREEMENT other than as 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.

23. Indemnification.

a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD 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 RECIPIENT’s performance of this AGREEMENT. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT and RECIPIENT INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.

24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.
25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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.
26. **Compliance with California and Federal Laws.** RECIPIENT shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The RECIPIENT shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the RECIPIENT or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
27. **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **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 subsequent act from constituting a violation of this AGREEMENT.

29. **Assignment.** The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
30. **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.
31. **Litigation.** This AGREEMENT shall be deemed to 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.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **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.
34. **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.
35. **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.
36. **Captions and Interpretations.** 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.
37. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

38. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

39. Agreement Publicly Posted. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

40. Signature Authority.

- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
- b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

41. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to RECIPIENT 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:

RECIPIENT

4/30/26

Date



BY: _____

Agnes Hoerberling, Chief Customer Officer
GEORGE HILLS COMPANY INC.

OUSD

Date

BY: _____

Jennifer Brouhard, Board President
OAKLAND UNIFIED SCH. DIST.

Date

BY: _____

Denise Saddler, Interim Superintendent
OAKLAND UNIFIED SCH. DIST.

Template approved as to form by OUSD Legal Department

DATA SHARING AGREEMENT

DSA EXHIBIT A

(Paragraph numbers in DSA Exhibit A corresponds to the applicable Paragraph number in this DSA AGREEMENT)

RECIPIENT: GEORGE HILLS COMPANY INC.

OTHER AGREEMENTS BETWEEN THE PARTIES:

- Claims Adjusting and Administration Services Contract between OUSD and George Hills Company
- Subrogation Agreement between OUSD and George Hills Company
- _____

1. **Purpose.** The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	<u>X</u>
<i>Application Use Statistics</i>	Metadata on user interaction with application	<u>X</u>
	SBAC results	<u>X</u>
	ELPAC results	<u>X</u>
	IAB Results	<u>X</u>
<i>Assessment</i>	Other assessment results (list below):	
	● _____	
	● _____	
	● _____	<input type="checkbox"/>
	● _____	
	● _____	
	● _____	
<i>Attendance</i>	Attendance rate	<u>X</u>
	Number of absences	<u>X</u>

<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	<u>X</u>
<i>Conduct</i>	Number of suspensions	<u>X</u>
	Days suspended	<u>X</u>
<i>Demographics</i>	Gender	<u>X</u>
	Race/ethnicity	<u>X</u>
	Date of birth	<u>X</u>
	Special ed. flag	<u>X</u>
	Home language	<u>X</u>
	Language proficiency	<u>X</u>
	Birth country	<u>X</u>
<i>Enrollment</i>	School	<u>X</u>
	Grade level	<u>X</u>
<i>Parent/Guardian Contact Information</i>	Name	<u>X</u>
	Address	<u>X</u>
	Email	<u>X</u>
	Phone	<u>X</u>
<i>Schedule</i>	Student scheduled courses	<u>X</u>
	Teacher names	<u>X</u>
<i>Special Indicator</i>	English language learner	<u>X</u>
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	<u>X</u>
	Newcomer	<u>X</u>
	Title 1 flag (schoolwide)	<u>X</u>

	Name	<u>X</u>
<i>Student Contact Information</i>	Address	<u>X</u>
	Email	<u>X</u>
	Phone	<u>X</u>
	Local student ID number	<u>X</u>
<i>Local Identifiers</i>	Teacher ID number	<u>X</u>
	State student ID number	<u>X</u>
	Provider/app assigned student ID number	<u>X</u>
	Student app username	<u>X</u>
	Student app password(s)	<u>X</u>
	Dummy identifiers	<u>X</u>
	<i>Student Work</i>	Student generated content; writing, pictures, etc.
<i>Transcript</i>	Student course grades	<u>X</u>
	Current year GPA	<u>X</u>
	Cumulative GPA	<u>X</u>
<i>Transportation</i>	Student bus assignment	<u>X</u>
	Student pick up and/or drop off location	<u>X</u>
	Student bus card ID number	<u>X</u>
<i>Other</i>	List additional data elements here	
	• _____	<input type="checkbox"/>
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
• _____		

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.**

OUSD Data includes personally identifiable information from a student record, **AND at least one of the following:**

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.

(See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference.

- The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)
-

2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: July 1, 2026

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2028

19. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

RECIPIENT

Name/Dept: Agnes Hoerberling, Chief Customer Officer, George Hills Co.

Address: P.O. Box 120

City, ST Zip: Rocklin, CA 95677

Phone: 818-459-8212

Email: ahoeberling@avonrisk.com