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## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Josh Daniels, Chief Governance Officer  
Rebecca Littlejohn, Risk Manager

**Meeting Date** June 21, 2023

**Subject** Amendment No. 1 to Claims Adjusting and Service Contract with George Hills Company

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**Ask of the Board**

Approve Amendment  
 Ratify Amendment

**Background and Recommendation**

Approval by the Board of Education of Amendment No. 1 to the Claims Adjusting and Administration Services Contract, Subrogation Agreement, and Data Sharing Agreement between the Oakland Unified School District (“District”) and George Hills Company, Inc. (“George Hills”), for the latter to provide more of the same service on an as needed basis for tracking and investigating incidents, complaints, responding to claims, and providing guidance regarding claims and costs, property and liability claims adjusting and administration services, and litigation support and subrogation services upon the District’s request, in an additional amount of \$120,000.00, increasing the not to exceed amount of the Agreement from \$250,000.00 to \$370,000.00 through June 30, 2023; and \$370,000.00 plus a 3% annual escalator July 1, 2023 through June 30, 2024. All other terms and conditions of the Agreements remain in full force and effect.

**Term** Start Date: June 1, 2022                      End Date: June 30, 2024 with option to renew for one year periods

**Not-To-Exceed Amount**                      \$370,000

**Competitively  
Bid**

Yes (original agreement)

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

**In-Kind  
Contributions**

*N/A*

**Funding  
Source(s)**

Fund 67 (Resource Code 0000)

**Attachment(s)**

- Amendment No. 1
- Original Agreement, Enactment No. 22-0982

## AMENDMENT NO. 1

to

### **Claims Adjusting and Administration Services Contract, Subrogation Agreement, and Data Sharing Agreement with George Hills Company, Inc.**

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

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):  
George Hills Co., Inc
- The Parties entered into the Original Agreement on the below date:  
May 25, 2022
- The Enactment Number of the Original Agreement is below:  
22-0982

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

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

(Amended) Agreement to the below new End Date:  
Original End Date:  
New End Date:

3. **Compensation:**  The not-to-exceed amount in the (Amended) Agreement is unchanged  
 The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:  
 Increase not-to-exceed amount by:  
\$120,000.00, increasing the not to exceed amount of the Agreement from \$250,000.00 to \$370,000.00 through June 30, 2023; and \$370,000.00 plus a 3% annual escalator July 1, 2023 through June 30, 2024  
 Decrease not-to-exceed amount by:  
\$  
The new total not-to-exceed amount under the (Amended) Agreement, as herein amended, is \$370,000.00 through June 30, 2023; and \$370,000.00 plus a 3% annual escalator July 1, 2023 through June 30, 2024.

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

of symptoms consistent with COVID-19.

- c. In addition to the requirements of subparagraph (b), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. VENDOR shall bear all costs of compliance with this Paragraph.

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

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

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

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

7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1011 Union Street, Site 946, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General

Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to **VENDOR** absent such formal approval or valid and proper execution.

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

**VENDOR**

Name: John E. Chaquica      Signature: 

Position: CEO      Date: 6/16/23

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

**OUSD**

Name: Mike Hutchinson      Signature: 

Position:      Date: 6/22/2023

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

Name: Kyla Johnson-Trammell      Signature:   
Position: Secretary, Board of Education      Date: Enter date of signature 6/23/2023

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



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-1139
Introduction Date	May 25, 2022
Enactment Number	22-0982
Enactment Date	5-25-2022 CJH

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Joshua R. Daniels, Chief Governance Officer

**Meeting Date** May 25, 2022

**Subject** Award of Bid - George Hills Company, Inc. Property and Liability Claims Administration

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**Ask of the Board** Approval by the Board of Education of a Claims Adjusting and Administration Services Contract, Subrogation Agreement, and Data Sharing Agreement with George Hills Company, Inc. (“George Hills”), a Third-Party Administrator (“TPA”) for the provision of liability and property claims adjusting services to the District, subrogation services, and data sharing, for the period of June 1, 2022 to June 30, 2024, with the option to renew for one-year periods.

**Services** The District seeks to contract with George Hills to provide property and liability claims adjusting and administration services and subrogation services upon the District’s request. The TPA is responsible for tracking and investigating incidents, complaints, responding to claims, and providing guidance regarding claims and costs. The TPA will also provide litigation support as requested.

**Term** Start Date: June 1, 2022 End Date: June 30, 2024

**Not-To-Exceed Amount** \$250,000 per fiscal year

**Competitively Bid** Yes

**Funding Source(s)** *Funding Resource: Fund 67 (Resource Code 0000)*



**Background**

*The District's current TPA agreement expires June 30, 2022. In January 2022, the Office of General Counsel issued a Request for Proposals for specialized TPA services (RFP #21-113GC-TPA). George Hills was selected among four proposals on the basis of cost/value, its ability to execute the work, the organization and history of the company, and its management information system.*

**Attachment(s)**

- Claims Adjusting and Administration Contract
- Subrogation Agreement
- Data Sharing Agreement
- Request for Proposal
- Proposal Received from George Hills Company, Inc.

**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 June, 2022 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 John Chaquica, Chief Executive Officer, responsible for contract compliance, terms and corporate governance. Chris Shaffer, Chief Operating Officer, shall oversee the daily operations. The company's corporate office is located at P.O. Box 278, Rancho Cordova, California, 95741, telephone, (916) 859-4800.

The OUSD is a public education school district located at 1000 Broadway, Suite 440, 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 \$500.00 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 \$220,000\*.** The GH Claims team will charge time to each Claim using 1/10<sup>th</sup> 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: \$118/hour\*

Adjuster: \$94/hour\*

Claims Processing: \$77/hour\*

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

**2) Reimbursable Costs and Expenses**

**a. OneTime On-Boarding Fee: \$10,000**

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: \$15,484 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 1000 Broadway, Oakland, California.**

**d. MMSEA: There is a one-time setup fee of \$300 and 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 1000 Broadway, 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 \$185 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. 3% Annual Escalator:** All GH pricing options and hourly rates under this Contract are subject to an automatic annual increase of 3%. This annual increase shall take effect July 1 of each subsequent year.

**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.

## 2) **First Party Subrogation Services And Fees**

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 handle subrogation claims with a value of less than \$1,000. For any claim in excess of \$1,000, 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.

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### 3) **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: \$125 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: \$175 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: \$175 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: \$175 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: \$175 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.

##### vi. Professional and Financial Services: \$150/hour

As related to risk management and loss prevention in alignment with the scope of services.

**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 June 1, 2022, through and including June 30, 2024. The period of June 1, 2022, through June 30, 2022, is the period for transitioning claims management from OUSD's current provider to GH. 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, 2022, through June 30, 2024. 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 VENDOR'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: John Chaquica, CEO  
P.O. Box 278  
Rancho Cordova, CA 95741  
Phone: (916) 859-4824  
E-mail: John.Chaquica@GeorgeHills.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:**

Joshua R. Daniels  
Office of General Counsel  
1000 Broadway, Suite 440  
Oakland, CA 94607  
Phone: (510) 879-8535  
E-mail: ousdlegal@ousd.org

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

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

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. CORONAVIRUS/COVID-19.**

Through its execution of this Contract, GH declares that it is able to meet its obligations and perform the Services required pursuant to this Contract in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

To the extent that GH provides Services in person and consistent with the requirements of Section 9, GH agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent GH from providing Services in person.

Consistent with the requirements of Section 18 (Incident/Accident/Mandated Reporting), GH agrees to notify OUSD, via email pursuant to Section 20 (Legal Notices), within twelve (12) hours if GH or any employee, subcontractor, agent, or representative of GH tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, within 48 hours of being onsite at an OUSD premises.

To the extent that GH provides Services in person on or at any OUSD premises, GH agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to GH or any employee, subcontractor, agent, or representative of GH and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

To the extent that GH provides Services in person on or at any OUSD premises, GH shall bear all costs of compliance with this Section, including but not limited to those imposed by this Contract.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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 this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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.


**45. 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.


**46. 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.

5/18/22  
Date

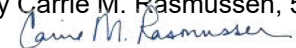
BY:   
John E. Chaquica, CEO  
GEORGE HILLS COMPANY INC.

5-26-2022  
Date

BY:   
Gary Yee, Board President  
OAKLAND UNIFIED SCHOOL DISTRICT

5-26-2022  
Date

BY:   
Kyla Johnson-Trammell, Superintendent  
OAKLAND UNIFIED SCHOOL DISTRICT

Approved as to form by OUSD Attorney Carrie M. Rasmussen, 5/18/22  


Attachments:

- A Scope of Services and Client Expressed Authority and 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

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

## 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 handle subrogation claims with a value of less than \$1000. For any claim in excess of \$1,000, 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

XX 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.):

XX 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**

XX 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 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.

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 obtain the claims files from the District's current TPA, as necessary and prioritize assessing existing 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. 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. 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:

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

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

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 adjuster 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 June, 2022 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 handle subrogation claims with a value of less than \$1000. For those claims in excess of \$1000, 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.


5/18/22  
Date

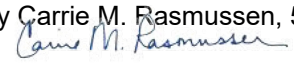
BY:   
John E. Chaquica, CEO  
GEORGE HILLS COMPANY, INC.

5-26-2022  
Date

BY:   
Gary Yee, Board President  
OAKLAND UNIFIED SCHOOL DISTRICT

5-26-2022  
Date

BY:   
Kyla Johnson-Trammell, Superintendent  
OAKLAND UNIFIED SCHOOL DISTRICT

Approved as to form by OUSD Attorney Carrie M. Rasmussen, 5/18/22  


**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: John Chaquica, CEO; 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

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 2021-2022

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”):

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. 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 such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.

2. **Data to be Provided.** Student data and records relevant to claims adjusting and management services may be shared with RECIPIENT, and may include but are not limited to, student and parent/guardian name and other identifiers, student and parent/guardian contract information, student schedule, online communications, conduct records, medical records, enrollment data, and demographics. These data categories, 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.

3. **Term.**

a. This Agreement shall start on the below date (“Start Date”): June 1, 2022

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”): June 30, 2024

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

4. **Family Educational Rights and Privacy Act.** OUSD data 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. For other student data, check any of the following that apply:

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



OUSD Data includes personally identifiable information from a student record other than directory information. 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:

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 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.)

5. **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.

6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no 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.

7. **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 other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.

8. **OUSD Data 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.

9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. 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.

10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.

11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.

12. **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.

13. **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

14. **Disposition of Data.** RECIPIENT shall dispose or delete 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 disposed.

15. **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.

16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. 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) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- (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 in 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 parent, legal guardian or eligible pupil 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 the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.

17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

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 or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. 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. Cause 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 or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would

terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, RECIPIENT shall provide OUSD with all 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.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be 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 at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**RECIPIENT**

Name: John E. Chaquica  
Title: Chief Executive Officer  
Address: P.O. Box 278  
City, ST Zip: Rancho Codova, CA 95741  
Phone: (916) 859-4824  
Email: John.Chaquica@GeorgeHills.Com

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. **Status.**

a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT 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. RECIPIENT 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 RECIPIENT's employees.

b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:

- (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
- (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
- (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:

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

21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

22. **Coronavirus/COVID-19.**

a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. Consistent with the requirements of the paragraph titled Incident/Accident/Mandated Reporting, RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal

Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to RECIPIENT possible COVID-19 exposure.

c. RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

23. **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.

24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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.

25. **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.

26. **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.

27. **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.

28. **Conflict of Interest.**

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

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

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 notify OUSD in writing.

**29. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

**30. 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 for the Services performed in connection with this Agreement.

**31. 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, RECIPIENT, 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, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("RECIPIENT 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 OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law,



defend RECIPIENT Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

32. **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 of this Agreement and for three (3) years after the End Date. RECIPIENT 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 records and other data related to Services covered by this Agreement. 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.

33. **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.

34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent term any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

35. **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.

36. **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.

37. **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.

38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

39. **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.

40. **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.

41. **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.

42. **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), 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. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.

43. **Contract Contingent on Governing Board Approval.** 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, 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 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**

Name: George Hills Co., John E. Chaquica

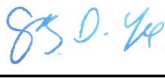
Signature: 

Position: Chief Executive Officer

Date: 5/18/22

**OUSD**

Name: Gary Yee

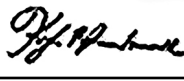
Signature: 

Position: Board President

Date: 5-26-2022

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

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 5-26-2022

Approved as to form by OUSD Attorney Carrie M. Rasmussen, 5/18/22



## EXHIBIT A

**1) Anticipated Use of Data:** *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Paragraph 2 of this Agreement.*

Management of incidents, claims, and litigation involving OUSD students

**2) Description of Existing Agreements between OUSD and Recipient:** *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

Claims Adjusting and Claims Administration Services Agreement between George Hills Company Inc. and Oakland Unified School District, dated June 1, 2022 through June 30, 2024

**3) Site/Department to Provide Data** (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Risk Management, Legal, school sites, other OUSD departments supporting the claims adjusting and administration services



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

**Request for Proposal (RFP) 21-113GC**

**THIRD PARTY PROPERTY AND CLAIMS ADMINISTRATOR  
OFFICE OF THE GENERAL COUNSEL**

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
Attention: Procurement Department  
900 High Street, 2nd Floor  
OAKLAND, CA 94601**

email: [procurement@ousd.org](mailto:procurement@ousd.org)  
phone: (510) 434-4337

**Proposals Due:  
February 18, 2022, at 2:00 PM**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY  
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

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## **Submission Deadline & Process:**

Bids must be received prior to **February 18, 2022 at 2:00pm**

### **Provider to submit:**

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 21-113GC”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
OFFICE OF THE GENERAL COUNSEL  
RE: THIRD PARTY PROPERTY AND LIABILITY CLAIMS ADMINISTRATOR**

**Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601**

Bids received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: [procurement@ousd.org](mailto:procurement@ousd.org).

## RFP SCHEDULE OF EVENTS

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement	January 7, 2022
Pre-Bid Conference:	January 21, 2022 @ 1:00 p.m. (Zoom link on <a href="#">Procurement Website</a> )
Last Day for Questions	January 26, 2022 @ 2:00 p.m.
Responses Due	February 4, 2022
<b>Proposal/Bid Submitted to District:</b>	<b>February 18, 2022 @ 2:00 p.m.</b>
Proposal/Bid Opening:	February 25, 2022 @ 10:00 a.m. (Zoom link on <a href="#">Procurement Website</a> )
Potential Interviews (If Necessary):	March 25-28, 2022
Final Award of RFP (BOE):	May __, 2022
Contract Start Date:	July 1, 2022

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement)\*\*

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.



## **GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS**

### **GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT**

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative education and other programs as well. The District serves approximately 36,886 students.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

### **PROJECT BACKGROUND AND OBJECTIVES**

The District seeks to contract with an experienced company (Third Party Administrator ("TPA")) to provide property and liability claims adjusting services. The District's goal is to contract with a TPA that is responsive to the District's needs and is goal oriented, dedicated to high standards of administration, and capable of developing a cost effective and proactive liability administration program. The information contained in this Request for Proposal ("RFP") outlines the requested services; submittal instructions; the materials to be included; and mandatory requirements which must be met to be eligible for consideration.

The District intends to award a two (2) year contract with an option to extend for up to 2 additional years. At the end of the term, the District may issue a new RFP. The contract will begin on July 1, 2022, with the selected TPA required to commit to the District no later than April 1, 2022 to work with the District and its current TPA to allow for transfer of files, development of claims management information system, building electronic interface with the District's Legal and Risk Management departments, and testing and set-up.

The District's current TPA is Cannon Cochran Management Services, Inc. ("CCMSI"),

which has served in that capacity since approximately May 2015. CCMSI has historically assigned the District two (2) to three (3) adjusters who primarily handle the adjusting services. CCMSI works closely with and reports to the General Counsel’s office regarding liability claims, and works closely with and reports to the Risk Management office regarding property damage claims. The District handled adjusting property and liability claims in-house for many years prior to contracting with CCMSI.

The TPA would work closely with the District’s General Counsel and Risk Management Departments. The TPA would serve as a central component of an integrated, multi-disciplinary, property and liability claims program in a manner intended to minimize duplication and staff/resource impacts, and to maximize program flexibility.

As explained in more detail below, the TPA would be responsible for tracking and investigating incidents, complaints, responding to claims, as well as providing guidance and recommendations as to strategies for reducing costs. In addition, the TPA would, as requested or necessary, provide litigation support, as feasible, including investigative services, coordination with any assigned outside defense counsel, and handling small claims actions. The TPA would be expected (as necessary and/or requested) to attend District-related settlement and mediation conferences and hearings on cases and to provide direction and/or recommendations based upon past claims and litigation ADR experience.

The following table shows a five-year history of the following incident and claims-related activity for the District:

Fiscal Year	Liability Incidents Referred to TPA by OUSD	Liability Claims Filed Against OUSD	OUSD Liability Claims Reported to JPA	Property Claims Filed Against OUSD	Property Claims Reported to JPA	Employee Reimbursement Claims
2016-2017	193	133	79	41	27	19
2017-2018	179	126	8	29	1	24
2018-2019	274	178	3	23	0	27
2019-2020	173	131	2	7	1	14
2020-2021	118	69	0	9	1	10

The District will provide additional data to any TPA who requests it, as such data is available. An interested TPA’s request for the data should be directed to Rebecca Littlejohn at [rebecca.littlejohn@ousd.org](mailto:rebecca.littlejohn@ousd.org). An interested TPA must allow for up to three (3) business days for the data to be provided.

## SCOPE OF WORK

Note: The scope of work set forth below will be attached as an Exhibit to any final contract.

- A. The TPA shall 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.
  - 1. In all dealings with OUSD, TPA 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. The TPA shall record and track all uniform complaints and incident reports reported via [ousdincidents@ccmsi.com](mailto:ousdincidents@ccmsi.com).
    - a. The TPA 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"), the TPA 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. The TPA 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, the TPA shall notify the agreed-upon designee of the workers' compensation TPA and copy the Risk Management Office designee.
  - 4. The TPA shall investigate uniform complaints and incident reports upon request by OUSD.
  
- C. Government Tort Claims Management
  - 1. The TPA 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. The TPA 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 the TPA on an OUSD claim or matter.

## 2. General Timeline for Claims Handling

- a. The TPA 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, the TPA 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. The TPA 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. The TPA 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, the TPA 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, the TPA 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. The TPA 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. The TPA 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 the TPA has approval to settle without prior approval from OUSD. The TPA shall notify OUSD's General Counsel Designee(s) and Risk Management Officer of such settlements within two (2) business days of settlement.

- b. The TPA shall settle all aspects of a claim as one "global" settlement, unless authorized differently by OUSD's General Counsel Designee(s).
  - c. The TPA agrees that settlements of more than fifty thousand dollars (\$50,000) must be approved by OUSD's Board of Education. Upon request by OUSD, the TPA shall prepare settlement agreements and draft Board memoranda for OUSD Board approval on claims the TPA is handling.
  - d. The TPA 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. The TPA shall, upon appropriate approval by OUSD, initiate settlement payments through a District-owned checking account established specifically for that purpose. A monthly reconciliation statement and check register for all payments made from the account must be provided by the TPA to OUSD's Risk Management Officer. The TPA 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. The TPA shall keep OUSD's General Counsel Designee(s) and Risk Management Officer, respectively, fully informed of all significant developments in assigned matters.
  5. The TPA 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. The TPA shall report to OUSD any assigned claims determined to present a potential conflict of interest. The TPA shall not represent OUSD where a conflict may exist, without an express written and executed waiver from OUSD.
  7. The TPA 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. The TPA shall obtain the claims files from the District's current TPA, as necessary and prioritize assessing existing claims for upcoming deadlines to enable timely response without waiver of defenses. At the end of the contract term, the TPA will immediately transfer all files to any new TPA or the District, as directed.
9. The TPA shall coordinate, consult, and fully cooperate with District personnel in the administration of all claims assigned to the TPA. The TPA shall cooperate with OUSD in-house and outside attorneys to resolve claims and subsequent litigation.

#### D. Lawsuits

1. The TPA shall provide comprehensive litigation management and administration. This will include case management, written responses, defense counsel payments and management and settlement/negotiations. The TPA shall manage all lawsuits to their final conclusion, in accordance with the requirements of the NCR MOC and litigation best practices. 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 the TPA 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 the TPA, which will either update its claim file for that matter (where a Government Code claim was previously filed) or create a file. Where the TPA discovers the filing of a lawsuit against OUSD, within three (3) business days of this discovery, the TPA 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 the TPA agree to the following process:
  - a. OUSD team identifies the outside counsel to which it wishes to assign the lawsuit, and informs the TPA of this identification;
  - b. If outside counsel accepts assignment, the TPA sends an assignment letter and all documents maintained and/or collected related to the matter, including file notes;
  - c. The TPA 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, the TPA 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, the TPA 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. The TPA 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, the TPA 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. The TPA 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, the TPA 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 the TPA discovers that an employee has erroneously submitted an employee property reimbursement claim through a procedure other than that specified in the preceding paragraph, the TPA 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 the TPA will thereafter timely reject the improperly submitted claim.

#### H. Subrogation

1. The TPA shall identify potential sources of subrogation recovery in all of the claims it handles for OUSD.
2. The TPA 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. The TPA 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, the TPA shall create and maintain a “site” and “department” coding system which will allow for analysis of loss data in relation to those elements.
3. The TPA 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. The TPA 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. The TPA 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. The TPA agrees that it is responsible for the protection of the confidentiality, availability, privacy and integrity of OUSD’s information in the TPA’s custody. The TPA has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. The TPA agrees that the Information Security Policy applies to all TPA personnel, including temporary employees, independent contractors and vendors with access to TPA systems.
7. The TPA shall use technological platforms currently in use by OUSD, such as Google Documents, Google Sheets, and Zoom.

#### J. Reporting and Audits

1. The TPA 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. The TPA 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 The TPA and OUSD.
3. The TPA 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. The TPA 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. The TPA 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. The TPA shall proactively manage OUSD's claims, identify loss trends, and suggest steps that might be taken to mitigate future claims.
6. The TPA agrees, upon request, to cooperate, assist, and meet with auditors and actuaries reviewing OUSD's and the TPA's system and records. The TPA will provide documents to auditors and actuaries upon request. To ensure a high quality work product, the TPA also agrees, upon request, to cooperate, assist and meet with OUSD's General Counsel Designee(s) on TPA audits conducted by OUSD's Office of the General Counsel, Risk Management Department or Excess Carrier administrator.
7. The TPA 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, the TPA'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. The TPA'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, the TPA 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. The TPA 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. The TPA agrees that any closed file can be retrieved within 24 hours of The TPA receiving a request from OUSD. The TPA agrees that closed claims related to sexual abuse/molestation of a minor shall be maintained indefinitely by The TPA and shall be subject to the 24 hour provision requirement set forth above.

#### M. Additional Terms

1. The TPA 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. The TPA 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. The TPA shall maintain confidentiality of OUSD claims information.

3. On occasion, OUSD requires special services be provided. Should there be a need for such services, the TPA 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. The TPA 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 the TPA shall negotiate the terms of such desired services, as appropriate. If the TPA 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.

## **TPA REQUIREMENTS**

### **TPA Minimum Qualifications**

1. A minimum of five (5) years of experience administering claims as a TPA for a California school district, California public agency, and/or a public entity that has claims of a similar number and nature.
2. The assigned claims supervisors and adjusters must have extensive experience in investigating and administering public agency claims, including knowledge of applicable California Government Code sections on claims and immunities.
3. The TPA represents that it has the qualifications and skills necessary to perform the services under the contract in a competent and professional manner without the advice or direction of the District. The TPA's services will be performed in accordance with the generally accepted principles and practices applicable to the TPA's trade or profession. The TPA warrants that the TPA, and the TPA's employees, sub-TPAs, and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to the TPA's performance of the Services. All Services provided pursuant to the contract shall comply with all applicable laws and regulations and District policies. The TPA will promptly advise the District of any change in the applicable laws, regulations, or other conditions that may affect the District's program. Failure to perform all of the services required under the contract will constitute a material breach of the contract and may be cause for termination of the contract.
4. TPA staff have the ability, in all dealings with the District, to 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.

## **Insurance Requirements**

1. The TPA will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the TPA's insurance policies, if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award. The District requires the TPA to maintain the following insurance, at minimum:
  - a. The TPA shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
  - b. The TPA shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured, and TPA shall be required to provide OUSD proof of OUSD as an additional insured. 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 the TPA. The policy shall protect the TPA 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.
  - c. The TPA shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of at least One Million Dollars (\$1,000,000) per claim.

## **Non-Discrimination**

It is the policy of the District that in connection with all work performed under contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or any other protected class. Therefore, the TPA agrees to comply with all applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act (beginning with Government Code Section 12900); Labor Code Section 1735; and District policy. In addition, the TPA agrees to require like compliance by all its subcontractor(s). The TPA 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 or sexual orientation, or any other protected class.

## RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **February 18, 2022 by 2:00 p.m.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94607 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

Contractors are required to send **one (1) original, (1) electronic copy on a USB flash drive**, of their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **Local Business Program**

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

## **PROPOSAL EVALUATIONS AND SCORING**

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

### **The District reserves the right without limitation to:**

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

## **REQUIRED PROPOSAL ELEMENTS AND SCORING CRITERIA**

### **A. Format of Proposal**

TPAs submitting a proposal to perform the services must follow the format prescribed below, including:

1. Ability to Execute Scope of Work
2. TPA Information and History
3. TPA Claims Unit Assigned to the Contract
4. TPA's Management Information System
5. Proposed Cost of Services
6. References
7. Exhibit A-J

#### **1. Ability to Execute Scope of Work**

This information must include specific activities/deliverables to be performed by the TPA and expectations of the District's role for the specific activity/deliverable. The proposal should, at a minimum, explain how the TPA will address each of the activities outlined under SCOPE OF WORK section above. If the TPA believes additional activities should

be included as part of the negotiation process, these additional activities shall be included in the proposal as well and clearly indicated as such by the TPA.

The proposal must include a description of the TPA's experience and knowledge of applicable services, applications, hardware, laws and regulations, customer service standards, needs assessment, etc. The proposal must also indicate the prior experience of the TPA in accomplishing work similar to that set forth in the SCOPE OF WORK section above.

The proposal should address the following:

- Provide a detailed strategy to reduce the amount paid out.
- Provide a detailed transition plan which will ensure the continuance of uninterrupted services to the District and its claimants/litigants. Include in this plan the name/title of the primary and alternate contact person(s), transition timeline, necessary resources for efficient transition and transition costs, if any.
- Describe in detail the TPA's management system and staff experience with converting claim and financial records data from former TPAs to your proposed system. Provide the client's company name, type of system converted from, contact name and phone number, and detail whether or not you have ever converted claim and financial records data from the District's current TPA provider.
- Describe in detail the TPA's plan for ensuring the District is in full compliance with its obligations under the MMSEA Set Aside requirements.
- Describe in detail the TPA's experience with reporting and interacting with excess liability insurers to ensure the District remains in full compliance with reporting requirements, and detail whether or not you have worked with the District's JPA, Northern California ReLiEF.
- List and describe the features that distinguish the TPA from other third party administrators.

## 2. TPA Information and History

Provide a brief background of your TPA information including, at a minimum:

- Name of incorporation, year founded
- Headquarters and satellite locations
- Number of employees currently employed
- Current strategic alliances

Give a brief history of the TPA since inception, including:

- A list of principals
- An organizational chart
- Size and location(s) of the TPA, including numbers of employees at each location.
- A description of the types of services provided by the TPA and the number of years provided, and
- The contact person(s) for this RFP process.

Discuss any major changes in the TPA's structure or ownership over the past three (3) years. Discuss anticipated changes in the TPA's structure or ownership in the next three (3) years.

Discuss the TPA's affiliation, if any, with a parent firm.

Describe the TPA's mission and goals as relates to corporate growth, customer service, quality assurance/quality control management and affirmative action standards.

Describe the number and types of clients the TPA currently provides TPA services to and has provided services to for each year over the last 7 years. Please list at least two (2) public agency clients with 1,000 or more employees, the number of years served, and a general description of the services provided. Provide contact name, phone number, address, and email address for each.

Provide information regarding any contracts which have been terminated within the past 7 years with an explanation of the termination.

Provide information regarding whether TPA or any principals have been involved in litigation or arbitration involving your TPA services for any public entity within the past 5 years, with an explanation of the circumstances.

Provide information regarding whether any TPA principals (owners, partners, managers) have been involved in litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment within the past 7 years, with an explanation of the circumstances.

Provide information regarding whether any TPA principals (owners, partners, managers) have been involved in any disciplinary action and/or investigation conducted by any local, state, or federal agency within the past 7 years, with an explanation of the circumstances.

Please provide information that will enable us to evaluate your company's financial stability, growth history, and support capabilities. We require that you include the following: (1) Most recent audited financial statements; (2) Ownership of your company; (3) Number of years in business.



### 3. TPA Claims Unit Assigned to the Contract

State the number of claims adjusters that will be assigned to the District under an anticipated contract and include resumes of proposed team members, detailing member's knowledge and experience in performing requested services.

Discuss the allocation of personnel the TPA will use to staff a dedicated claims unit to manage and adjust District claims. Describe the title, function and minimum ongoing training/experience requirements for each position.

Explain the TPA's current policies regarding the assignment of claims to each claims supervisor, claims examiner and claims assistant. Include a description of the number and types of claims assigned to each position.

Provide three (3) examples of what you consider effective claim resolution within the last 24 months, and why you believe these resolutions were effective.

Discuss the TPA's standard ratio for case closures as relates to new claims.

Explain how the TPA utilizes closure performance comparisons and the frequency that these comparisons are calculated. Explain other criteria used to determine the appropriateness of closing claims.

Provide the TPA's Claims and Litigation Management Guidelines.

Discuss the TPA's interaction with clients in reporting on account management or claims related issues. Explain how frequently you expect supervisors and/or adjusters to initiate contact with District personnel. Also explain your protocol regarding returning telephone and/or E-Mail messages.

### 4. TPA's Management Information System(s)

Describe the type of management information system proposed for this contract. Discuss the TPA's experience in using the system; whether the system is owned and operated in-house or through an agreement with another provider; the general capabilities of this system; compatibility with other existing systems for continuity of data and transferring of historical data; and any projected upgrades or changes during the term of the contract with the District.

- a. Detail whether or not the management information system proposed for this contract is able to import and sort information from a standard MS Excel Spreadsheet into it.
- b. Detail whether or not the management information system proposed for this contract is able to import and sort information from a standard Google Sheets Spreadsheet into it.

List and describe the management information reports generated by the TPA's system. Identify those reports which are standard and included in the service fee. Identify those reports which are optional and the cost for generating these reports. Include in each description the interval at which the reports are generated. Provide a one-page example of each of five (5) reports listed and explain how each will assist the District in managing its program.

Provide TPA's list of loss codes and descriptions used in the management information system to indicate the type of loss.

Describe the unique features of the management information reports provided by the TPA which are not typically provided by other TPAs.

Describe the TPA's ability to provide the District with a minimum of seven (7) MIS user connections on existing personal computers allowing for full database access and standard/ad hoc report writing/generating, and the cost, if any, for such service.

Discuss the MIS technical support services provided by the TPA. Include the location of MIS staff and how many clients are serviced from that location.

Identify who owns the TPA MI System.

Discuss the TPA's ability to provide telephonic or web-based claim reporting services.

## 5. Proposed Cost of Services

Administrative Expenses: The selected TPA will be expected to bear, and must confirm in its proposal that it will cover, the full cost of:

- Installing any necessary automated claims administration systems and all hardware upgrades necessary to access the system.
- Installing/converting historical data, including claim, payment and reserve information and transferring paper files from previous TPA.
- Transferring records and systems to the succeeding TPA at the transition of the contract, (if a different TPA is selected), with no additional cost or fee required.
- Administrative fees shall cover the cost of administrator's staff, all office space, storage space for closed files, supplies, standard management reports, telephone expenses, postage, checks, computer hardware/software, transcription services (for claims examiner's correspondence), and other equipment/supplies necessary for claims handling. This will include the storage of closed files.

The District requests all TPAs provide a detailed response to three distinct elements of

proposed cost:

a. Setup Costs

- The comprehensive cost of initiating the program. This would include, for example:
  - Initial “per user” access or license fees for the claims management system
  - Scanning, data entry, location code hierarchy setup, report template creation fees, etc.

b. Ongoing Program Costs (Option 1 – Time & Expense Billing)

- Proposed “as billed” fees for claims adjusting services with a specified annual not to exceed amount, for example:
  - Claims examiner hourly fees, including any applicable minimum billing amount;
  - Costs of correspondence, copying, etc.; and/or
  - Any additional proposed individual categories of expense

c. Ongoing Program Costs (Option 2 – Flat Fee)

- Proposed “all-inclusive” fees for claims adjusting services, for example:
  - Flat fee per period (e.g. per month, per quarter, per program year, etc.); and/or
  - Any additional expenses outside of the flat fee

## B. Scoring

Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

<b>Best Value Points</b>	
<b>Value Category</b>	<b>Maximum Points</b>
1. Ability to Execute Scope of Work	300
2. TPA Information and History	100
3. TPA Claims Unit Assigned to the Contract	200
4. TPA's Management Information System	150
5. Cost and Value of Services	150
6. References (to be completed by TPA clients on Exhibit B)	100
<b>Total</b>	<b>1000</b>

Each best value category shall be scored separately using the scoring guide below.

<b>Scoring Guide</b>					
	<b>QUALITY OF RESPONSE</b>	<b>STRENGTHS</b>	<b>WEAKNESSES</b>	<b>CONFIDENCE IN RESPONSE</b>	<b>POINTS</b>
<b>EXCEPTIONAL RESPONSE</b>	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	<b>VERY HIGH</b>	<b>100%</b>
<b>GOOD RESPONSE</b>	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	<b>HIGH</b>	<b>75%</b>
<b>ADEQUATE RESPONSE</b>	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	<b>ADEQUATE</b>	<b>50%</b>
<b>MARGINAL RESPONSE</b>	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	<b>LOW</b>	<b>25%</b>
<b>INADEQUATE RESPONSE</b>	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	<b>NONE</b>	<b>0%</b>

### **BID PROTEST**

Any bid protest may be submitted in accordance with OUSD’s Administrative Regulation (“AR”) 3311, available at <https://boepublic.ousd.org/Policies.aspx>.

**SAMPLE OUSD SERVICE CONTRACT (DO NOT ADJUST)**

**SERVICES AGREEMENT 2021-2022**

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

The parties hereby agree as follows:

**1. Term.**

a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

**2. Services.**

VENDOR shall provide the services (“Services”) as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

**3. Alignment and Evaluation.**

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s).

**4. Inspection and Approval.**

VENDOR 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 Paragraph 8 (Compensation), the Services performed by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR 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 Agreement.

## **5. Data and Information Requests.**

VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

## **6. Confidentiality and Data Privacy.**

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

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

(i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).

(ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).

(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

**7. Copyright/Trademark/Patent/Ownership.**

VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement 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 VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**8. Compensation.**

OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in Exhibit A.

- a. The compensation under this Agreement shall not exceed:

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.

- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

- d. 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. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of

delivery.

**11. Termination.**

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. 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. Cause 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 or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

**12. Legal Notices.**

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be 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 at the address set forth below.

## **OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

## **VENDOR**

Name:  
Title:  
Address:  
City, ST Zip:  
Phone:  
Email:

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.

### **13. Status.**

a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR 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. VENDOR 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 VENDOR's employees.

b. If VENDOR is a natural person, VENDOR verifies all of the following:  
(i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

(ii) VENDOR's work is outside the usual course of OUSD's business;  
and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;

(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;

(ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;

(x) VENDOR can negotiate its own rates;

(xi) VENDOR can set its own hours and location of work; and

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

#### **14. Qualifications and Training.**

a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR 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 VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations

and warrants.

**15. Certificates/Permits/Licenses/Registration.**

VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**16. Insurance.**

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement 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 VENDOR. The policy shall protect VENDOR 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.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

**17. Testing and Screening.**

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR 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, VENDOR 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, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR 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. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

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

**18. Incident/Accident/Mandated Reporting.**

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR 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. Coronavirus/COVID-19.**

a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and



consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

## **20. Assignment.**

The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

## **21. Non-Discrimination.**

It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.

## **22. 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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

**23. 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.

**24. 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.

**25. Conflict of Interest.**

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

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

c. Through its execution of this Agreement, VENDOR 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 VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

**26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

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

**27. Limitation of OUSD Liability.**

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph



8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

**28. Indemnification.**

a. To the furthest extent permitted by California law, VENDOR 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 VENDOR’s performance of this Agreement. VENDOR 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 VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR 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 OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

**29. Audit.**

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

**30. 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.

**31. Incorporation of Recitals and Exhibits.**

Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR 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.

**32. 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.

**33. 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.

**34. 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.

**35. Captions and Interpretations.**

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**36. 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.

**37. 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.

**38. W-9 Form.**

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

**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), 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. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

**41. Contract Contingent on Governing Board Approval.**

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, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**REST OF PAGE IS INTENTIONALLY LEFT BLANK**

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

**VENDOR**

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

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

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

**OUSD**

Name: Gary Yee

Signature: 

Position: President, Board of Education Date: 5-26-2022

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education Date: 5-26-2022

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

## Sample Contract - Exhibit A

**1A. General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

**1B. Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

- Hourly Rate:
- Daily Rate:
- Weekly Rate:
- Monthly Rate:
- Per Student Served Rate:
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

**2. Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

**3. Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

**4. Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students.)

## **Proposer/ Vendor Forms Checklist to Complete**

Exhibit A	Standard Form Response
Exhibit B	Reference Worksheet (3 minimum)
Exhibit C	Terms and Conditions
Exhibit D	Certification regarding Debarment, suspension, ineligibility
Exhibit E	Insurance
Exhibit F	Worker's Compensation Certificate
Exhibit G	Fingerprinting Certificate
Exhibit H	Non- Collusion Declaration
Exhibit I	Piggyback Clause
Exhibit J	Authorized vendor Signature
Exhibit K	Data Request- OUSD Data Privacy



Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

### Exhibit A

#### Standard Form Response:

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

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2. Tel: \_\_\_\_\_ Website: \_\_\_\_\_ Email:

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3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual     Partnership     Corporation

5. Names and titles of all principals/officers/partners of the company:

6. Point of Contact if Contract is Awarded:

**Exhibit B**

**References:**

To be completed by references:

**Reference 1:**

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

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

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

- Excellent     Good     Average     Unsatisfactory

Was the work completed on time and within contract not to exceed amount? Did work product demonstrate responsiveness, knowledge and high degree of accuracy?

\_\_\_\_\_

**Reference 2:**

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

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

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent    Good    Average    Unsatisfactory

Was the project completed on time and within budget?

---

**Reference 3:**

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

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

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent    Good    Average    Unsatisfactory

Was the project completed on time and within budget?

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## **Exhibit C**

### **Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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 or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to

acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses

incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall

refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

- 18. Time – Time is of the essence.
- 19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- 20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
- 21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
- 22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title



## **EXHIBIT E INSURANCE**

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

**EXHIBIT F**  
**WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

By \_\_\_\_\_

Signature of Authorized Signer \_\_\_\_\_

Title of Signor \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**EXHIBIT G**

**FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District

I \_\_\_\_\_, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California, on \_\_\_\_/\_\_\_\_/\_\_\_\_/

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent

to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**EXHIBIT H**

**NON-COLLUSION DECLARATION**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed Name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

## EXHIBIT I

### PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted                     YES

Option Granted                     NO



**EXHIBIT J**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

---

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

---

Name of Company	Address	City and State
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---

Area Code	Telephone #	Fax #
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Federal Tax ID Number

## EXHIBIT K

### Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. \_\_\_\_\_, \_\_\_\_\_ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on [02/12/2020] unless terminated earlier by OUSD.

#### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates \_\_\_\_\_ (name of bidder’s officer), \_\_\_\_\_ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **TERMINATION**

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized

overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

### **GENERAL UNDERSTANDING**

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

### **Proposer:**

\_\_\_\_\_  
Name of Proposer's Signee

Date: \_\_\_\_\_

\_\_\_\_\_  
Title of Proposer's Signee



Response to RFP No. 21-113GC

# Proposal for Third Party Liability Claims Administration Services

February 18, 2022



**PREPARED FOR:**

OAKLAND UNIFIED SCHOOL DISTRICT  
OFFICE OF THE GENERAL COUNSEL  
RE: THIRD PARTY PROPERTY AND LIABILITY  
CLAIMS ADMINISTRATOR

Attention: PROCUREMENT DEPARTMENT  
900 High Street, 2nd Floor  
OAKLAND, CA 94601



**GH**  
**GEORGE HILLS**  
*Our minds over your matters.*

**TECHNICAL PROPOSAL**



Exceeding Expectations Since 1954

February 18, 2022

Oakland Unified School District  
Office of the General Counsel  
Attention: Procurement Department  
900 High Street  
Oakland, CA 94601

Dear Ms. Littlejohn:

As Chief Executive Officer of George Hills, I thank you for the opportunity to submit a proposal for services for Oakland Unified School District (OUSD). Our services will exceed OUSD's expectations and requirements, and we have put forth considerable effort in our response to demonstrate how we will do so.

We believe our team will bring the best value to OUSD for the following reasons.

- 1. Our Ability to Execute the Scope of Work:** George Hills has reviewed OUSD's scope of work for this contract and are confident that we can perform the specific deliverables and expectations of the OUSD. We provide **TPA services for nearly 200 California public entities including large school districts such as LAUSD, Ventura County Schools Self-Funding Authority, Schools Insurance Group**, among others. Our team is very knowledgeable of the applicable services, applications, hardware, laws and regulations, customer service standards, and needs assessment required of OUSD.
- 2. We Are a Reputable TPA Firm with a Long History:** Our long-term relationships with our clients are a testament to the first-rate, valued services we provide. A boutique organization by design, we provide customized services to meet your needs. We have been providing TPA services for 68 years and have been focused on California public entities since the mid-70s.
- 3. Our Claims Unit Assigned to the Contract:** A knowledgeable and experienced claims team makes all the difference. We are proposing a designated team with school district experience and effective claim resolution practices.
- 4. Our Management Information System:** George Hills' use of Claims Xpress (CXP) and our iMetrics reports, give our clients unique access to the claims process at every stage and allow clients to run customized reports. Although some TPAs have their own claims system, that is multi-line and private sector, CXP provides enhanced, customizable system reporting that is specific to public entities and unparalleled to other firms' capabilities.
- 5. Our Proposed Cost and Value of Services:** George Hills offers flexible, competitive pricing options. They reflect our firm's commitment to delivering a strong return on investment in all economic environments.
- 6. Our References:** We include California school district references in which we provide similar scope of work. These clients attest that our services have been completed on time and within contract budget. They also certify that our team demonstrates responsiveness, knowledge, and a high degree of accuracy.

Our key benefits outlined at the end of the scope of work section further define what sets our firm apart from our competition. While you are reviewing our response, ask yourself—when was the last time your TPA updated on innovative changes or training of staff? At George Hills our Value of Continuous Improvement is always evident.

Our excellent claims handling and success is always with a focus on the protection of your assets. We have been in business for 68 years, and throughout that time we have developed a best-in-class reputation for being highly responsive, proactive, effective communicators, and driven to achieve the best possible claims outcome.

Our commitment to superior customer service and expert performance is driven by our core values of **honesty/accountability, customer satisfaction, loyalty/commitment, financial stewardship, continuous improvement, and resiliency**. My commitment to you is that you will see and feel the difference.

Respectfully submitted,



John E. Chaquica, CPA, MBA, ARM  
Chief Executive Officer, George Hills Company

Company Contacts: John Chaquica, Owner & CEO & Chris Shaffer, Chief Operating Officer

Office: (916) 859-4824 & (916) 859-4826

Email: [john.chaquica@georgehills.com](mailto:john.chaquica@georgehills.com) & [chris.shaffer@georgehills.com](mailto:chris.shaffer@georgehills.com)





"Best practice delivery of needed services and demonstrable customer-focused flexibility; that's what drives every George Hills engagement."

John E. Chaquica, MBA, CPA, ARM  
George Hills' Chief Executive Officer



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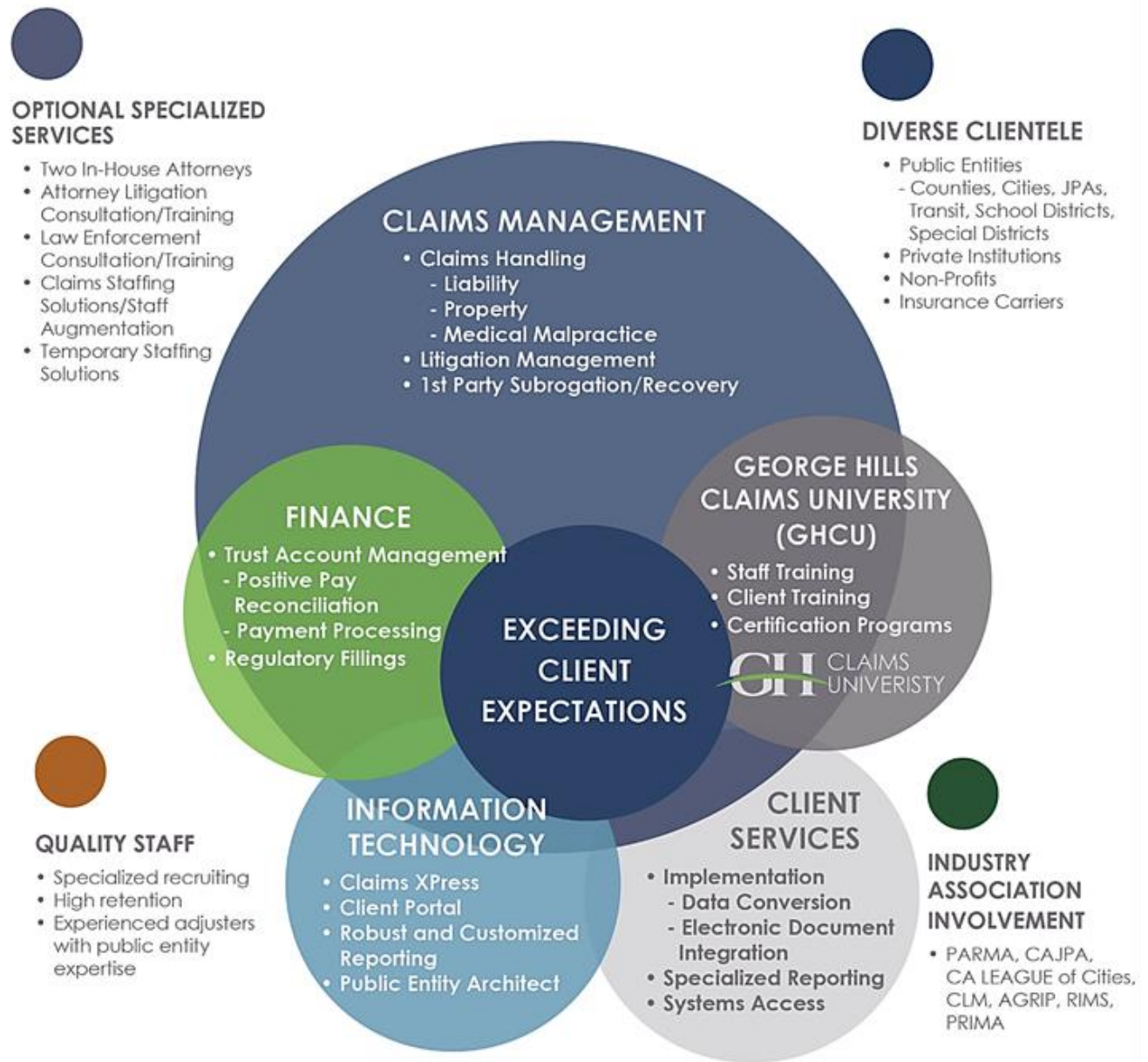
## 1. Ability to Execute Scope of Work



## MINIMUM QUALIFICATIONS REQUIRED BY OUSD

1. A minimum of five (5) years of experience administering claims as a TPA for a California school district, California public agency, and/or a public entity that has claims of a similar number and nature. **George Hills has been administering claims as a TPA for California public entities with similar number and nature since 1954.**
2. The assigned claims supervisors and adjusters must have extensive experience in investigating and administering public agency claims, including knowledge of applicable California Government Code sections on claims and immunities. **George Hills' claims supervisor and adjusters have extensive experience investigating and administering public agency claims, including knowledge of applicable California Government Code sections on claims and immunities. Our proposed team has an average of 28 years of liability and property adjusting experience including 20 years of public entity claims adjusting.**
3. The TPA represents that it has the qualifications and skills necessary to perform the services under the contract in a competent and professional manner without the advice or direction of the District. The TPA's services will be performed in accordance with the generally accepted principles and practices applicable to the TPA's trade or profession. The TPA warrants that the TPA, and the TPA's employees, sub-TPAs, and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to the TPA's performance of the Services. All Services provided pursuant to the contract shall comply with all applicable laws and regulations and District policies. The TPA will promptly advise the District of any change in the applicable laws, regulations, or other conditions that may affect the District's program. Failure to perform all of the services required under the contract will constitute a material breach of the contract and may be cause for termination of the contract. **George Hills confirms that our team has the qualifications and skills necessary to perform the scope of services District and in accordance with the generally accepted principles and practices. George Hills warrants that we are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to the TPA's performance of the Services and our team will comply with all applicable laws and District policies. George Hills will promptly advise the District of any change in the applicable laws, regulations, or other conditions that may affect the District's program.**
4. TPA staff have the ability, in all dealings with the District, to 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. **George Hills' proposed staff will 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. Our Best Practices and trainings are inclusive of these requirements.**

Below is the George Hills venn diagram depicting the tenets of success for each client, displaying each key area of our work plan and approach.



## SCOPE OF WORK: AFFIRMATION BY GEORGE HILLS TO COMPLY

**George Hills' best practices exceed OUSD's scope of work deliverables and are detailed in our "Best Practices Claims Approach".**

- A. George Hills will 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.
  - 1. In all dealings with OUSD, George Hills' staff will 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. George Hills will record and track all uniform complaints and incident reports reported via [ousdincidents@georgehills.com](mailto:ousdincidents@georgehills.com)
    - a. George Hills will 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"), George Hills will 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. George Hills will 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.
    - b. George Hills with many public entity clients reports to the excess carrier/JPA constantly. We understand its importance and how all can be different. Thus we develop for each client "Special Handling Instructions" for each client and reporting criteria.
  - 3. Within two (2) business days of receipt of incident report regarding workers' compensation. As your TPA for General Liability, as necessary, we will notify the agreed-upon designee of the workers' compensation TPA and copy the Risk Management Office designee.
  - 4. George Hills will investigate uniform complaints and incident reports upon request by OUSD.
- C. Government Tort Claims Management
  - 1. George Hills will provide comprehensive claims management and administration, including existing open claims. This will include a prompt and thorough investigation, case management, written responses, defense counsel payments and management and



settlement/negotiations. George Hills will manage all claims to their final conclusion. George Hills 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 the George Hills on an OUSD claim or matter.

2. General Timeline for Claims Handling
  - a. George Hills will within one (1) business day 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, George Hills will 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. George Hills 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. George Hills will 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, George Hills will 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, George Hills will 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. George Hills will 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. George Hills will 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 George Hills has approval to settle without prior approval from OUSD. George Hills will notify OUSD's General Counsel Designee(s) and Risk Management Officer of such settlements within two (2) business days of settlement.
  - b. George Hills will settle all aspects of a claim as one "global" settlement, unless

authorized differently by OUSD's General Counsel Designee(s).

- c. George Hills agrees that settlements of more than fifty thousand dollars (\$50,000) must be approved by OUSD's Board of Education. Upon request by OUSD, George Hills will prepare settlement agreements and draft Board memoranda for OUSD Board approval on claims George Hills is handling.
  - d. George Hills will 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"). George Hills contracts with ExamWorks for the managing and reporting of all reportable claims.
  - e. George Hills will, upon appropriate approval by OUSD, initiate settlement payments through a District-owned checking account established specifically for that purpose. A monthly reconciliation statement and check register for all payments made from the account will be provided by George Hills to OUSD's Risk Management Officer. George Hills will demonstrate appropriate controls are in place to monitor all financial transactions and protect the integrity of the account. George Hills' annual SSAE18 / SOC II audits ensure financial integrity and protection.
  - f. OUSD agrees to provide advance funding for any settlement over fifty thousand dollars (\$50,000).
4. George Hills will keep OUSD's General Counsel Designee(s) and Risk Management Officer, respectively, fully informed of all significant developments in assigned matters.
  5. George Hills will establish and maintain liability and expense reserves on each claim which fairly and adequately reflect OUSD's exposure according to standard industry practices.
  6. George Hills will report to OUSD any assigned claims determined to present a potential conflict of interest. George Hills will not represent OUSD where a conflict may exist, without an express written and executed waiver from OUSD.
  7. George Hills will acknowledge existing claimants by letter and notify them of newly assigned adjuster and contact information within thirty (30) days of start of contract. For takeover of existing claims, George Hills should be able to notify all claimants within the specified time period, if not sooner.
  8. George Hills will obtain the claims files from the District's current TPA, as necessary and prioritize assessing existing claims for upcoming deadlines to enable timely response without waiver of defenses. At the end of the contract term, George Hills will immediately transfer all files to any new TPA or the District, as directed.
  9. George Hills will coordinate, consult, and fully cooperate with District personnel in the administration of all claims assigned. George Hills will cooperate with OUSD in-house and outside attorneys to resolve claims and subsequent litigation.
- D. Lawsuits
1. George Hills will provide comprehensive litigation management and administration. This will include case management, written responses, defense counsel payments and management and settlement/negotiations. George Hills will manage all lawsuits to their final conclusion, in accordance with the requirements of the NCR MOC and litigation best practices. George Hills 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 George Hills 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 George Hills, which will either update its claim file for that matter (where a Government Code claim was previously filed) or create a file. Where George Hills discovers the filing of a lawsuit against OUSD, within three (3) business days of this discovery, we 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 George Hills agrees to the following process:
  - a. OUSD team identifies the outside counsel to which it wishes to assign the lawsuit, and informs George Hills of this identification;
  - b. If outside counsel accepts assignment, George Hills will send an assignment letter and all documents maintained and/or collected related to the matter, including file notes;
  - c. George Hills will notify 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, George Hills 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, George Hills 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, George Hills will notify the third party of tender.

#### F. First-Party Property Losses

1. George Hills will 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, the TPA 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. George Hills will 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, George Hills will 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 George Hills discovers that an employee has erroneously submitted an employee property reimbursement claim through a procedure other than specified in the preceding paragraph, George Hills 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 we will thereafter timely reject the improperly submitted claim.

#### H. Subrogation

1. George Hills will identify potential sources of subrogation recovery in all of the claims it handles for OUSD.
2. George Hills will provide OUSD with an analysis and recommendation regarding the amount and likelihood of recovery in every potential subrogation it identifies.

#### I. Data Management

1. George Hills will 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, George Hills will create and maintain a “site” and “department” coding system which will allow for analysis of loss data in relation to those elements.
3. George Hills will 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. George Hills will use electronic notes in the claims management information system to record activity which shall be updated with new developments. George Hills will save/scan all significant documents (*e.g.*, e-mail updates, status updates from counsel, investigative documents) into the database.
5. George Hills will 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. George Hills agrees that it is responsible for the protection of the confidentiality, availability, privacy and integrity of OUSD’s information in our custody. George Hills has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. We agree that the Information Security Policy applies to all our personnel, including temporary employees, independent contractors and vendors with access to our systems.
7. George Hills will use technological platforms currently in use by OUSD, such as Google Documents, Google Sheets, and Zoom.

## J. Reporting and Audits

1. George Hills agrees that we 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. George Hills will 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 George Hills and OUSD. Please see a sample report in the XX section.
3. George Hills will 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, up to four hours (is that right?—we have it in our admin) of programming time.. Reports identified by OUSD shall automatically be generated at the intervals and distributed to the identified parties, as specified by OUSD. George Hills is developing a Portal where all of these reports will be housed and maintained for OUSD access.
4. George Hills will 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. We agree 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 George Hills' communications to excess carrier shall be copied to OUSD's General Counsel Designee(s) and Risk Management Officer.
5. George Hills will proactively manage OUSD's claims, identify loss trends, and suggest steps that might be taken to mitigate future claims.
6. George Hills agrees, upon request, to cooperate, assist, and meet with auditors and actuaries reviewing OUSD's and the TPA's system and records. We will provide documents to auditors and actuaries upon request. To ensure a high-quality work product, we also agree, upon request, to cooperate, assist and meet with OUSD's General Counsel Designee(s) on audits conducted by OUSD's Office of the General Counsel, Risk Management Department or Excess Carrier administrator.
7. George Hills 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, our 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. The TPA'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, the TPA 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. George Hills, as your TPA, will 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. George Hills agrees that any closed file can be retrieved within 24 hours of us receiving a request from OUSD. We agree that closed claims related to sexual abuse/molestation of a minor shall be maintained indefinitely by George Hills and shall be subject to the 24-hour provision requirement set forth above.

#### M. Additional Terms

1. George Hills will 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. George Hills agrees that it is the adjuster of record and shall track data using OUSD, as well as excess carrier/excess carrier administrator, and/or industry standard loss and payment codes. George Hills will maintain confidentiality of OUSD claims information.
3. On occasion, OUSD requires special services be provided. Should there be a need for such services, George Hills 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. George Hills 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 George Hills will negotiate the terms of such desired services, as appropriate. If George Hills 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.

## APPROACH TO SCOPE OF WORK

George Hills has provided a broad approach to our strategy for reducing the amount paid out.

**Provide a detailed strategy to reduce the amount paid out.** The reality is, until we are engaged as your TPA and have an enriched understanding of OUSD, its environment, community, and claims history we cannot provide a specific strategy. George Hills Purpose Statement is Protect the Asset of our Clients. At our foundation, that is what we do. In addition, many of our firms Values, Staffing and Staff Training, and Best Practices all lead to the best possible outcome. Here are a few strategies we currently employ for our clients:

A. Each claim submitted is reviewed by an experienced public entity supervisor and adjuster on a regular basis to determine:

- 1) What is the potential of this claim? Conduct an early, aggressive investigation to determine all details/ facts of the case
- 2) What are the facts? Identify all avenues for tender; Identify all co-defendants
- 3) Who is the best source of information as to any particular fact? Identify all applicable defenses/immunities
- 4) Maintain contact and develop a rapport with claimant or counsel; Secure all necessary documentation to evaluate the claim.
- 4) How much is enough? Evaluate strengths and weaknesses in the case to determine OUSD's exposure
- 5) Does the file speak for itself? Move to reject or resolve claim based on the evaluation

B. George Hills believes that timely investigation and communication form the cornerstone of good claims handling. We require 24-hour contact of a client/insured and claimant and 48-hour contact of witnesses, seven-day preliminary reports to the client, and thirty-day full captioned reports. If our investigation causes us to believe the matter is a case of liability against the insured/client, we investigate damages, whether they involve property damage or bodily injury.

C. George Hills believes early contact of all involved parties helps maintain lines of communication and rapport, not only with the insured/client, but also with the claimant; hence, opportunities to resolve our claims early on are more easily had with claimants with whom the adjuster has developed that rapport.

D. George Hills recognizes that the a George Hill's adjuster's job does not end when a case is in litigation becomes litigated. Rather, our adjusters work together with defense counsel to determine the most cost-effective way to gather facts, evaluate liability, and determine damage on items or in areas that remain following our initial investigation. We believe the team approach to litigation management is more effective not only because of the sharing of thoughts and ideas, but also the sharing of responsibility. We believe, it should not become standard procedure to simply routinely forward interrogatories, subpoena records, and take depositions. With our process, limited discovery shortens the life of claims. Early mediation, in fact, is

often used to replace depositions, not only saving the cost of litigation, but helping move the matter towards a quicker resolution. With this end in mind, every George Hills file “speaks for itself” and contains correspondence generated by any and all parties to the loss, statements/interview summaries, photographs where applicable, medical reports and billings, repair estimates, etc.

E. To be certain the economics of claims handling is always in the forefront of George Hills’ claims adjusters, our policy mandates defense budgets be presented by defense counsel and monitored by our adjusters. Moreover, our adjusters are trained to review Reserves (both Indemnity and Expense) with each Diary and Status Report.

F. The handling of claims at the client services levels puts great emphasis on communication—from processing, through document flow and settlement, to ensure all parties are always provided appropriate information in a timely, efficient, and effective way. We work as a team with a client’s loss control staff, our mutual intent being appropriate and fair settlement, the prevention of loss, and the lessening of the severity of any one claim. Supported by our technology & reporting modules, George Hills client services staff is able to guide and support clients in a very cost effective, timely manner.

**Provide a detailed transition plan which will ensure the continuance of uninterrupted services to the District and its claimants/litigants. Include in this plan the name/title of the primary and alternate contact person(s), transition timeline, necessary resources for efficient transition and transition costs, if any.**

**Transition Plan:** The transition from one TPA to another can be daunting, but George Hills’ transition process eases the changeover. Once we have been awarded the contract, we will assemble our Onboarding Team which will be led by Chris Shaffer. He is the point of contact for the OUSD, George Hills, and the exiting TPA. We begin this process by meeting with the OUSD to establish the Client Transition Team, review our onboarding process, set activity target dates, and confirm our onboarding meeting schedule. The next step is for George Hills to discuss our TPA Transfer Instructions with the exiting TPA. Finally, our Transition and Implementation Plan is our roadmap to direct us through the steps necessary to complete the transition successfully. The majority of the action items listed in this document will be completed before our contract begins. We encourage weekly meetings to discuss the transition progress. These weekly meetings will include a brief update from each member of our Onboarding team. Our transition process concludes 90 days after our contract begins, and after we meet with OUSD to discuss the implementation process and solicit feedback. **There is no charge for electronic data conversion if OUSD stays with George Hills for five years.**

**Project Transition Schedule:** See an example of our Transition and Implementation Plan below.

<b>Client Name:</b>		<b>Contract Award Date:</b>		<b>Contract Start Date:</b>	
<b>George Hills Transition Team</b>		<b>Title</b>	<b>Phone Number</b>	<b>Email</b>	
Jamie Feld	Accounting Supervisor	(916) 233-1944	jamie.feld@georgehills.com		
Chris Shaffer	VP Claims Administration	(916) 859-4824	chris.shaffer@georgehills.com		
Chris Hunt	Claims Supervisor	(909) 763-7373	chris.hunt@georgehills.com		
<b>Client Transition Team</b>					
John Doe	Risk Manager	(888) 646-8547	name@city.com		
<b>Account Information</b>		<b>Task Owner</b>	<b>Target Date</b>	<b>Completion Date</b>	<b>Notes and Comments</b>
Informal Notification of Win	John Chaquica				
Contract Award Date (Board)	John Chaquica				
Contract Start Date	Account Manager				
Transition Start Date	Account Manager				
Transition End Date	Account Manager				
Takeover/Historical Claim Count	Account Manager				
Prior TPA - Transition Team: CW	Account Manager				
Client W9					
Obtain Policies, MOC, and Reporting Guidelines					
Broker/Consultant & Excess Carrier Info					
<b>Onboarding Prep, Contract, and Meetings</b>					
<b>Task Name</b>	<b>Task Owner</b>	<b>Target Date</b>	<b>Completion Date</b>	<b>Notes and Comments</b>	
Meeting with Client Transition Team	Account Manager				
Create New Client Profile Sheet	Account Manager				
Contract/Pricing Finalization	John Chaquica				
Schedule Weekly Status Meetings (15 min)	Account Manager				
Reminder: Send Client our W9 and COI	Account Manager				
<b>Task Name</b>	<b>Task Owner</b>	<b>Target Date</b>	<b>Completion Date</b>	<b>Notes and Comments</b>	
<b>Initial Meeting with Exiting TPA</b>					
Schedule /hold call with exiting TPA					
Provide TPA with transfer instructions					
Obtain Client RRE#					
Confirm # of physical closed files, notify storage vendor and estimate storage/scanning cost					
<b>Finance-Banking</b>					
Client call to discuss banking & route signature card	Jamie Feld				
<b>Accounting/Invoicing (Internal)</b>					
Client ID - B (Finance)	Jamie Feld				
Contract review with Finance	John/Jamie				
Confirm who is responsible for invoicing	Jamie Feld				

<b>Data Conversion and Testing</b>	
Client ID -A (CXP)	IT Team
Schedule meeting with client to discuss org structure, custom coding fields and report needs	IT Team
<b>Test Phase I</b>	
Request/receive/load data test files	IT Team
Policies, claims, organization structure, mapping review/client approval, data clean-up, notepad	IT Team / Chris Shaffer
<b>Test Phase II</b>	
Payments and reserves	IT Team
<b>Test Phase III</b>	
Correspondence and Imaging	IT Team
<b>Final Data Load Phase IV</b>	
Complete final data conversion	IT Team
<b>System Access, Custom Requirements and Reports</b>	
Schedule meeting to review organization structure and custom cosign requirements	
Set up sample loss run once data is in to secure any special fields client will need for loss run	
Set up system access for client & setup training	
Confirm client report and frequency	
<b>Claims Operations</b>	
Confirm Lead Adjuster/Litigation Manager/Supprting Adjuster/Claim Processor	
Special handling , claims review frequency, new loss reporting/intake, set-up, excess reporting, client reporting, CXP alerts, special coding	
Provide client GH contact sheet & welcome kit	
Prioritize review of open transfer claims	
Triage open "hot" claims and open transfer claims	
Schedule meet and greet with client and GH team	
<b>Post Implementation Phase</b>	
Project completion meeting with client	
3-month post conversion meeting with client	

**Describe in detail the TPA's management system and staff experience with converting claim and financial records data from former TPAs to your proposed system. Provide the client's company name, type of system converted from, contact name and phone number, and detail whether or not you have ever converted claim and financial records data from the District's current TPA provider.**

**Management System and Staff Experience with Data Conversions**

George Hills understands that data conversion is an important, integral part of account transition. Conversion and retrieval include the cost of converting data from the current system utilized by OUSD to George Hills' CMIS, Claims XPress. Conversion is led by our experienced George Hills' data conversions team and they have performed several data conversions from all types of claims systems. George Hills has converted claim and financial data from the District's current TPA provider.

Time frame for data transfer is based on amount of historical claim data to be transferred at time contract is awarded, generally less than two months. We will coordinate the transfer of physical files in our initial meetings with OUSD as well as review any claims that may be of an unusual nature or need special handling due to either exposure or complexity of loss. As has been mentioned previously, George Hills' experienced adjusters will prioritize the claims as per case severity and complexity to make sure that each file at the time of transfer is handled properly.

**Previous Data Conversion from the District's Current TPA Provider**

George Hills IT staff has cumulative experience of several decades exposure to claims and risk management systems employed by TPA's and self-insured public entities in California. Edward Slofkosky, George Hills' data conversion specialist, began converting data from competing TPA's in the early 1990s during his long tenure at Claims Management, Inc. Chris Shaffer, George Hills' COO also has been converting data from TPAs all over California beginning in 1993 at Gregory B. Bragg and Associates. Both Edward and Chris



worked together at York Risk Services Group, where they converted claims data and provided oversight on dozens of claim system conversions, including those from the district's current TPA. Edward and Chris have seen every commercially available system and most proprietary systems used by all major and regional TPAs in the US. The most recent conversion from the current TPA that Edward and Chris worked on was that from The City of Salinas which was performed in 2018. Since joining George Hills in 2018 and 2019 respectively, neither Chris nor Edward have had the opportunity to perform a data conversion from the current TPA's system. However, the team at GH stands ready and is poised to put their vast experience to work to provide a risk free and seamless transition from the current TPA's system.

**Describe in detail the TPA's plan for ensuring the District is in full compliance with its obligations under the MMSEA Set Aside requirements.**

**MMSEA Set Aside:** George Hills acknowledges we will comply with the mandatory reporting requirements of Section 111 ("Medicare Secondary Payer") of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA). We have contracted with a highly respected and well-known MMSEA firm, ExamWorks Clinical Solutions, for work in this area and have created an internal Medicare Compliance Team, responsible for knowing MSP, SCHIP, MIR, and Medicare Set Aside Allocation policy, rules, and updates. ExamWorks performs the MMSEA Mandatory Insurer Reporting function for George Hills and our clients. The team acts, in accordance with our MMSEA firm's support, to ensure George Hills is compliant with Medicare regulations. It responds immediately to George Hills Medicare-related questions, concerns, or challenges, ensuring all necessary paperwork and documentation are completed in a timely manner and that all monthly data and progress reports are accurate and current.

**Describe in detail the TPA's experience with reporting and interacting with excess liability insurers to ensure the District remains in full compliance with reporting requirements, and detail whether or not you have worked with the District's JPA, Northern California ReLiEF.**

George Hills has experience and has interacted with several excess insurance carriers for member school districts in the Ventura County Schools Self-Funding Authority, as well as for the Los Angeles Unified School District. Prompt notice is given to the carriers for any occurrence or accident which appears likely to involve their layer of coverage. Also, carriers are immediately advised of all developments likely to materially affect the interests of the carrier, as well as those involving specified criteria (Death, loss of limb, etc.) regardless of liability.

**Reporting and Interacting with Excess Liability Insurers:** George Hills will notify on a timely basis, OUSD and excess carrier administrator of any claims that may exceed the District's self-insured retention or meet the reporting requirements of the excess insurer. Such notification shall be by telephone, followed in writing to OUSD and the insurer and a first report notice shall be submitted to the excess carrier administrator with a copy to OUSD. All subsequent communications shall be copied to OUSD. George Hills will notify the excess carrier or its administrator on behalf of OUSD in accordance with the specific requirements of the excess carrier, and will work directly with OUSD in obtaining financial information for recovery from the excess carrier.

George Hills believes in the "when in doubt report" providing the excess carrier with perhaps, on some occasions more information that it needs or requires. We would rather over-report than under-report.

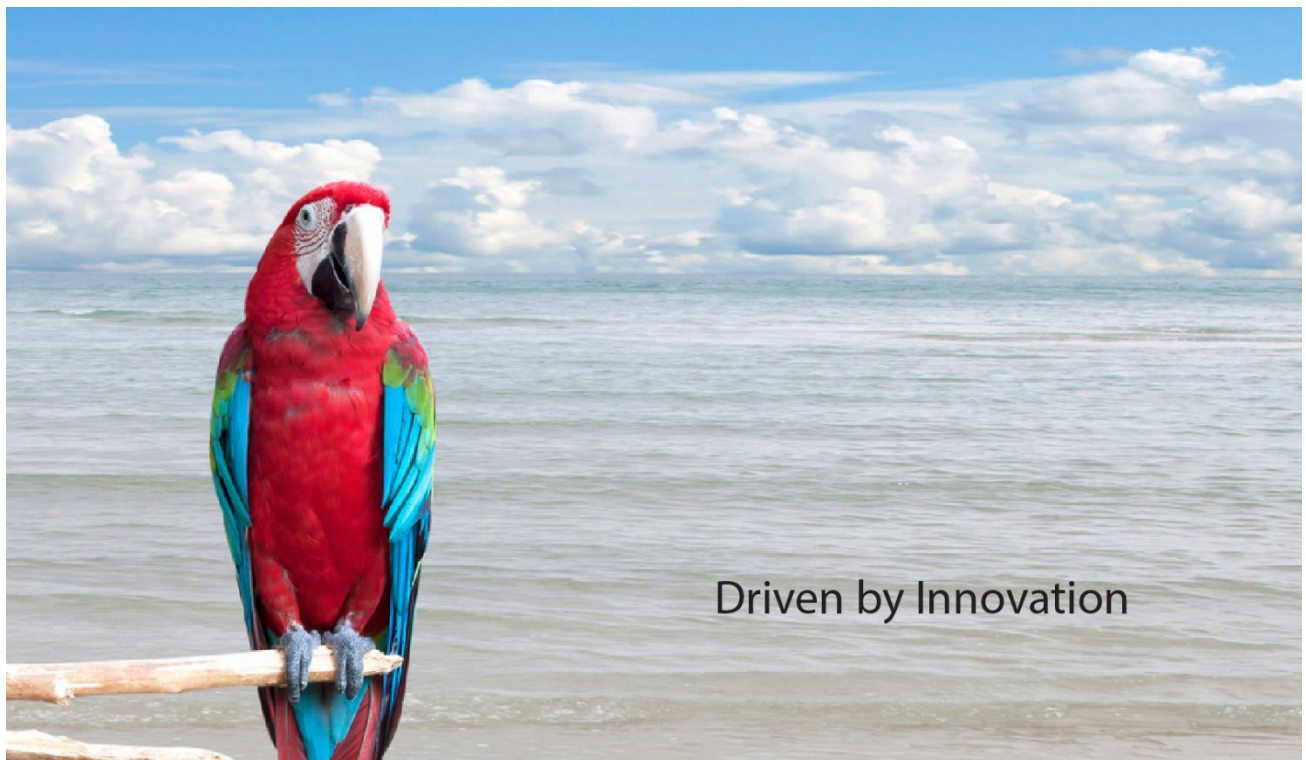


List and describe the features that distinguish the TPA from other third party administrators.

George Hills	Comparable Firms
 <p><b>George Hills selectively recruits and retains the industry’s best of the best public entity claims adjusters.</b></p>	<p>Other TPAs have experienced adjusters that may focus on private entities or are not as experienced in public entity claims adjusting.</p>
 <p><b>A boutique organization by design, we provide customized services to meet your needs, not have you fit into our system. George Hills has one owner, who is involved, available, and committed to meeting regularly.</b></p>	<p>Several TPA firms are large companies that may not have the time and focus on providing customized services to meet the needs of OUSD. Our Public Entity Management team is comprised of leaders in the industry.</p>
 <p><b>Providing expert liability, property, med-mal, and subrogation services for Public entities is our one and only focus. George Hills has nearly 200 California public entities including over half a dozen JPAs. George Hills is the TPA for the second largest School District in the United States.</b></p>	<p>Many other TPA firms provide multi-line services to a variety of private and public entities therefore don’t specialize in the specific needs that public entities require.</p>
 <p><b>George Hills developed our own comprehensive and effective public entity claims training program, George Hills Claims University (GHCU).</b></p>	<p>George Hills is the first and only TPA to launch its own learning program. Managed through a Learning Management System, GHCU provides continuous matriculation for our current and future employees and will soon be open to any clients as well as the general public.</p>
 <p><b>George Hills’ use of Claims Xpress (CXP), and our Trademarked iMetrics reports, give our clients unique access to the claims process at every stage and allow clients to run customized reports.</b></p>	<p>Although some TPAs have their own claims system, that is multi-line and private sector, CXP provides enhanced, customizable system reporting that is specific to public entities and unparalleled to other firms’ capabilities.</p>
 <p><b>George Hills has developed a client facing portal, which provides dashboards and secure online areas for file sharing and collaboration.</b></p>	<p>We are one of the few TPAs that offer a resourceful, web-based portal that our clients can customize to fit their risk management and reporting needs.</p>
 <p><b>George Hills has two in-house attorneys that serve as our Litigation Managers, as well as assist clients and adjusting staff by applying their extensive public entity experience.</b></p>	<p>Although a couple of larger TPAs may have legal resources, our in-house attorneys are readily accessible and are routinely utilized by our claims adjusters and are available to our clients.</p>



## 2. TPA Information and History



## BACKGROUND

George Hills Company was founded in 1954 and has **provided liability and property claims administration services to the public sector for nearly four decades**. Since its inception, George Hills has expanded, grown, and branched out in ways consistent with our value of continuous improvement. In addition to third-party claims administration, we provide industry-leading litigation management services, subrogation recovery, , investigative services, and JPA Management. Today, we work with more public entities in California than any other TPA.

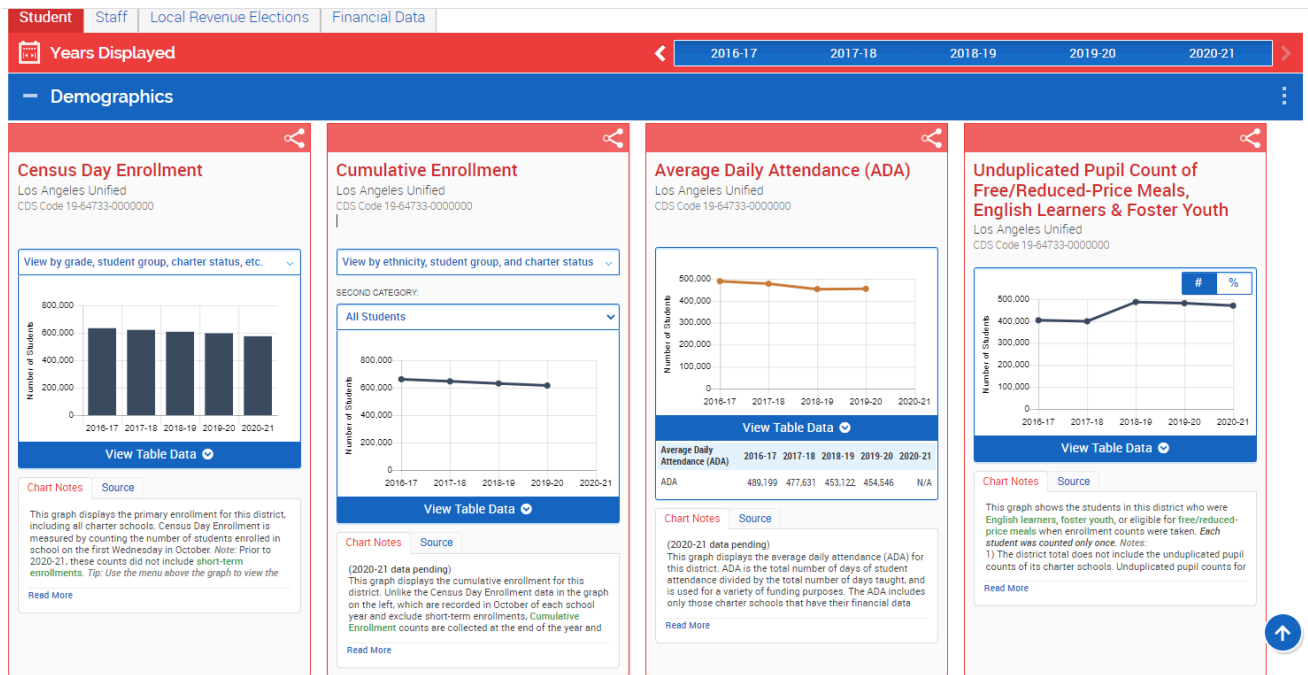
**As the leading TPA in California, George Hills has the most public entity clients of any other TPA.**

**Public Entity Experience:** George Hills has made public entity casualty claims adjusting its focus. We put forth considerable effort in recruiting, retaining, and training of employees. **We partner with nearly 200 California public entities including school districts and academic JPAs.**

George Hills provides third-party claims administration services for several academic public entities including:

- **Los Angeles Unified School District (LAUSD)**
- **Ventura County Self-Funding Authority (VCSSFA)**
- **Schools Insurance Group (SIG)**
- **Bay Area Schools Insurance Cooperative (BASIC)**
- **Manteca Unified School District (MUSD)**

Our larger academic entities are comparable to Oakland Unified School District as they are similar in size and scope. Below is a reference to LAUSD’s demographics including student enrollment.



George Hills emphasis on high quality public entity adjusters and our reputation for excellent client service has led us to the forefront for California Public Entities property and liability claims management. **For over half a century, George Hills has specialized in California public entity multi-line claims adjusting (property and liability) while also providing litigation management and investigative services.** George Hills understands and has the program in place to continue to manage the claims for OUSD.

## COMMITMENT

**Our approach as a third-party administrator is based on our commitment to protect your assets.** Our goal is to reduce the number of claims and claims paid amounts by identifying cost drivers, performance gaps, and opportunities for cost reduction. Our project approach centers on transparency and frequent communication with internal and external stakeholders. At the onset, we seek to determine your expectations, which will refine our methodology. Our approach to fulfilling the OUSD’s needs stems from our company’s experience, values, personnel, and our best practices approach to claims handling. Customer satisfaction is paramount and one of our core values—one which guides us in all we do. Our commitment to superior customer service is bolstered by our exceptional, highly qualified staff supported by our unparalleled training and certification program.

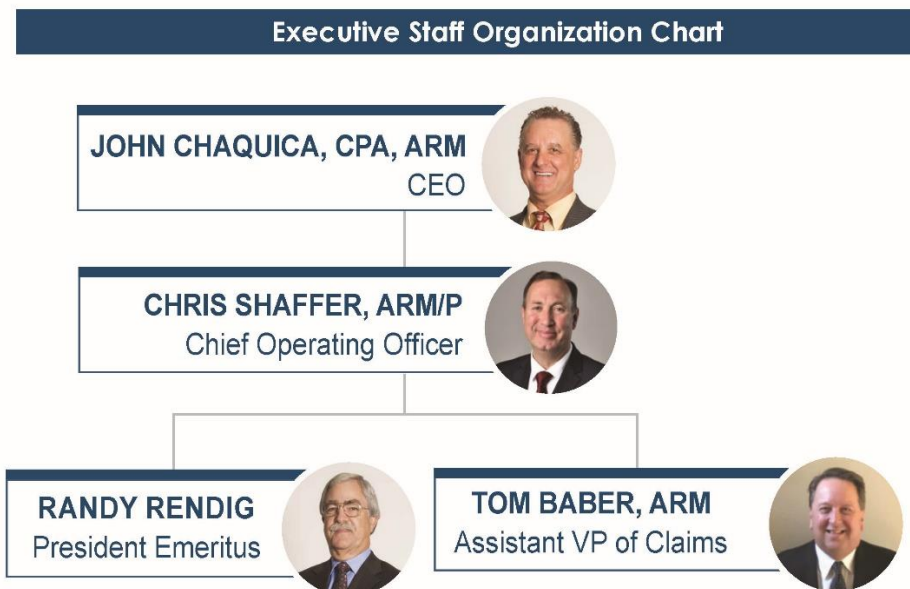
**George Hills has a client retention rate of over 90%**

## OFFICES

George Hills’ corporate headquarters is in Rancho Cordova, near Sacramento. We also have remote offices and adjusting staff throughout California. Currently, we have staff who service the County and City of Alameda, as well as the City of Oakland.

<p><b>Rancho Cordova/ Sacramento</b>                  P.O. Box 278                  Rancho Cordova, CA 95741                  Phone: (916) 859-4800                  Fax: (916) 859-4805</p>	<p><b>Agoura Hills</b>                  3041 Agoura Rd., Suite 120                  Agoura Hills, CA 91361                  Phone: (855) 442-2357                  Fax: (916) 859-4805</p>	<p><b>Ontario</b>                  2910 Inland Empire Blvd., Ste. 104                  Ontario, CA 91764                  Phone: (562) 500-5618                  24 hr. Phone: (855) 442-2357                  Fax: (909) 806-4043</p>
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## PRINCIPALS ORGANIZATIONAL CHART



## FIRM STRUCTURE

George Hills employs 68 professionals companywide. We have approximately 40 employees located in Northern California including **8 claims managers/supervisors, 24 claims adjusters, and 8 claims processors in the region.**

## TYPES OF SERVICES PROVIDED BY THE TPA AND THE NUMBER OF YEARS PROVIDED

George Hills Company, Inc. was founded in 1954 and has **provided liability and property claims administration services to the public sector for nearly four decades.** In addition to third-party claims administration, we provide industry-leading litigation management services, subrogation recovery, investigative services, and JPA Management.

## THE CONTACT PERSON(S) FOR THIS RFP PROCESS

John Chaquica, Owner & CEO  
Office: (916) 859-4824  
[john.chaquica@georgehills.com](mailto:john.chaquica@georgehills.com)

Chris Shaffer, Chief Operating Officer  
(916) 859-4826  
[chris.shaffer@georgehills.com](mailto:chris.shaffer@georgehills.com)

## FIRM STRUCTURE, LEGAL AND FINANCIAL INFORMATION

**Discuss any major changes in the TPA's structure or ownership over the past three (3) years. Discuss anticipated changes in the TPA's structure or ownership in the next three (3) years.**

George Hills' structure and ownership has remained the same over the past three years. Chris Shaffer was recently promoted to Chief Operating Officer after serving as Vice President of Claims Administration for four years.

**Discuss the TPA's affiliation, if any, with a parent firm.**

George Hills is not affiliated with a parent firm.

**Describe the TPA's mission and goals as relates to corporate growth, customer service, quality assurance/quality control management and affirmative action standards.**

Over the past five years, George Hills has established a strategic organic growth plan, centered on doing what we do best—General Liability and Property Claims for California Public entities. We carefully evaluate programs to make sure they are a California based public entity, an agency that wants to have a true partnership with open communication and a hands-on approach, and is aligned with our Values. We continue to grow, to improve, and to win opportunities where we can make a difference and improve outcomes. Our mission and responsibility is to protect our client's assets.

George Hills has taken on the handling of accounts with scopes of services ranging from simple data entry of claims files to comprehensive, investigation-to-litigation claims administration. Our services are adaptive, but thorough; customizable, but under rigid quality assurance protocols. You will find that George Hills is similarly capable of adapting our services to fit your unique scope of services while still maintaining

the quality assurance and control management for which we have become known. Our audit scores validate this every year. George Hills is a values-based organization, and we consistently practice the highest form of business and affirmative action standards.

With unparalleled service and innovative excellence as key components of George Hills’ corporate culture, our staff always operates from a shared set of core principles, both interpersonally and intellectually, that guide everything we do—as well as how we treat our clients and each other. As a result, we have developed a culture focused on hiring the best people and providing them with support and state-of-the-art tools to deliver superior service. Infused in a culture of fun and generosity, we take pride in building trusted relationships with our clients and fostering a strong client service orientation among our staff members. Our professional, collaborative culture ensures that we bring the best of George Hills to each client engagement. Our clients cite business value-adds and our relationship orientation as major reasons for repeat engagements, which have constituted more than 90 percent of our business since our inception.

**Describe the number and types of clients the TPA currently provides TPA services to and has provided services to for each year over the last 7 years. Please list at least two (2) public agency clients with 1,000 or more employees, the number of years served, and a general description of the services provided. Provide contact name, phone number, address, and email address for each.**

As mentioned in Tab 2, George Hills Company was founded in 1954 and has provided liability and property claims administration services to the public sector for nearly four decades. Since its inception, George Hills has expanded, grown, and branched out in ways consistent with our value of continuous improvement. In addition to third-party claims administration, we provide industry-leading litigation management services, subrogation recovery, investigative services, and JPA Management. Today, we work with more public entities in California than any other TPA.

**Public Entity Experience:** George Hills has made public entity casualty claims adjusting its focus. We put forth considerable effort in recruiting, retaining, and training of employees. **We partner with nearly 200 California public entities including school districts and academic JPAs. Below is a short list of public agency clients with 1,000 or more employees, the number of years served, and descriptions of the services provided.**

Name of Entity + Number of Employees	Point of Contact	Years Served	Description of Services
<p><b>Los Angeles Unified School District (LAUSD)</b>                      Number of Employees: 75,674</p>	<p>Robert Reider, Director of Risk Management (LAUSD)                      (213) 241-1843                      robert.reider@lausd.net</p>	<p>4</p>	<p>Third Party Liability Claims Management Services</p>
<p><b>Manteca Unified School District (MUSD)</b>                      Number of Employees: 2,500</p>	<p>Dante Alvarez, Director of Certificated Human Resources (MUSD)                      (209) 858-0794                      dalvarez@mUSD.net</p>	<p>25</p>	<p>Third Party Claims Management Services</p>



<p><b>Ventura County Schools Self-Funding Authority (VCSSFA)</b>  <b>Number of Employees: \$8,000+</b></p>	<p>Elizabeth Atilano-Melvin,                  Executive Director (VCSSFA)                  (805) 383-1969                  eatilano@vcoe.org</p>	<p>3</p>	<p>Third Party Liability and Property Claims Administration Services</p>
<p><b>County of Sacramento</b>  <b>Number of Employees: 11,000</b></p>	<p>Paul Hight, Risk Manager                  (916) 876-5019                  hightp@saccounty.net</p>	<p>39</p>	<p>Third Party Liability Claims Adjusting Services and Subrogation Recovery Services</p>
<p><b>County of Alameda</b>  <b>Number of Employees: 10,000</b></p>	<p>Lucretia Akil, Risk Manager                  (510) 520-8887                  lucretia.akil@acgov.org</p>	<p>30</p>	<p>Third Party Liability and Property Claims Administration Services</p>

**Provide information regarding any contracts which have been terminated within the past 7 years with an explanation of the termination.**

George Hills has not had any contracts terminated within the past seven years.

**Provide information regarding whether TPA or any principals have been involved in litigation or arbitration involving your TPA services for any public entity within the past 5 years, with an explanation of the circumstances.**

George Hills’ nor any principals have been involved in any litigation or arbitration involving our services for any public entity within the past 5 years.

**Provide information regarding whether any TPA principals (owners, partners, managers) have been involved in litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment within the past 7 years, with an explanation of the circumstances.**

George Hills’ principals have not been involved in any litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment within the past 7 years.

**Provide information regarding whether any TPA principals (owners, partners, managers) have been involved in any disciplinary action and/or investigation conducted by any local, state, or federal agency within the past 7 years, with an explanation of the circumstances.**

George Hills’ principals have not been involved in any disciplinary action nor investigation conducted by any local, state, or federal agency within the past 7 years.

**Please provide information that will enable us to evaluate your company's financial stability, growth history, and support capabilities. We require that you include the following: (1) Most recent audited financial statements; (2) Ownership of your company; (3) Number of years in business.**

George Hills continues to be in a solid and strong financial position and has had continuous growth. We have no bankruptcies or legal issues that would compromise the financial strength of our organization. As your partner, we will devote company money for your needs, to ensure success for both parties. We have provided our most recent confidential financial statements in a separate sealed envelope as part of our submission. George Hills has one sole owner, John Chaquica, CEO and has been in business for 68 years.





### **3. TPA Claims Unit Assigned to the Contract**



## PROPOSED TEAM MEMBERS

State the number of claims adjusters that will be assigned to the District under an anticipated contract and include resumes of proposed team members, detailing member's knowledge and experience in performing requested services.

GHC's proposed OUSD account team is a strong differentiator. We selected the professionals to service OUSD because they have decades' worth of experience, training, and knowledge in dealing with claims and litigation against public entities—including school districts. Below is a list of our proposed team members including one claims supervisor, one senior adjuster, one property adjuster, one back-up adjuster, a claims processor, one subrogation supervisor, and one subrogation specialist. Resumes can be found in the appendix.

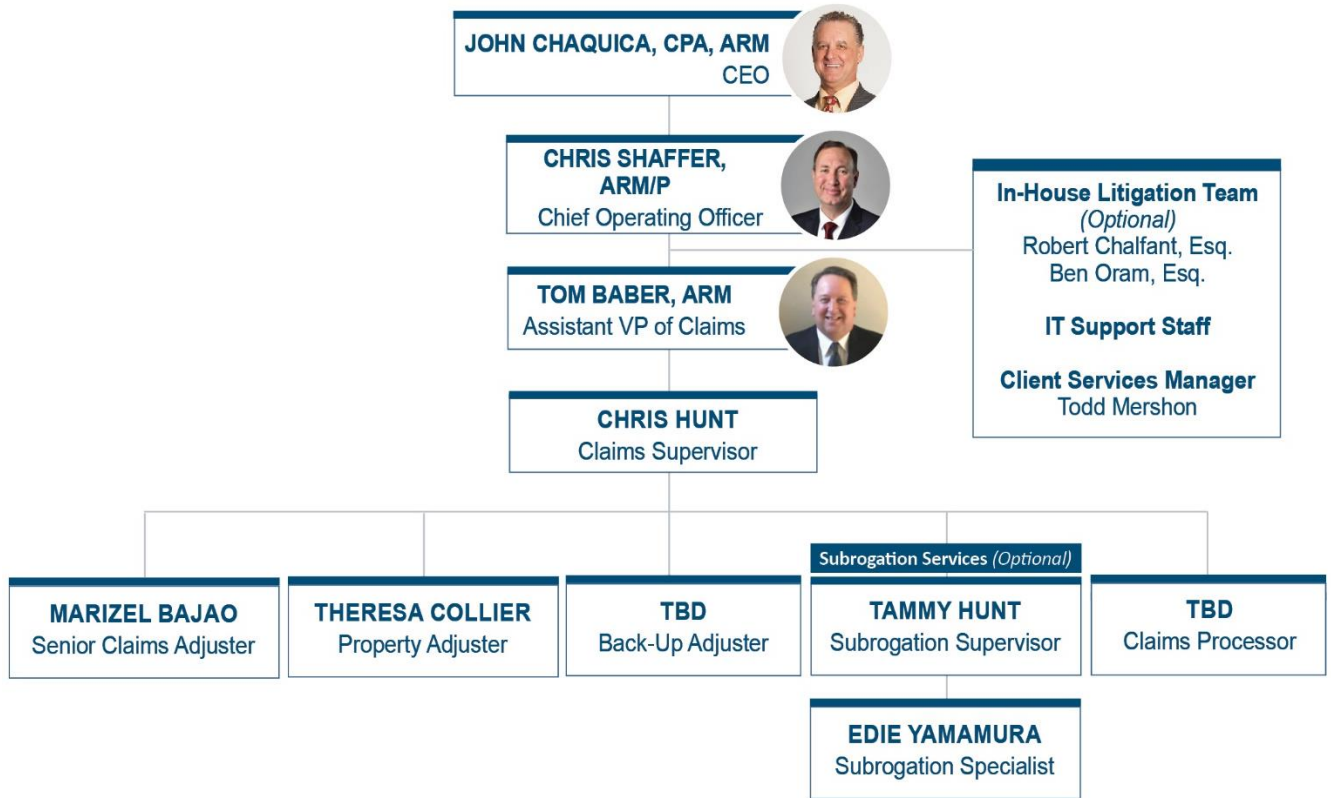
Name and Title	Years of Experience	Role for the District
<b>John Chaquica, MBA, CPA, ARM</b> CEO/Owner	32	<b>Role:</b> Executive Contact Contract liaison for the District's total satisfaction of George Hills' services, and steward of George Hills' values throughout the engagement. <b>Qualifications:</b> John Chaquica has over 33 years of experience in risk management and is highly respected in the industry. He has led the strategic growth of George Hills to where it is today.
<b>Chris Shaffer</b> Chief Operating Officer	27	<b>Role:</b> Manages supervisors and provides executive oversight of all claims related activities for the District, as needed. <b>Qualifications:</b> Chris Shaffer has an exceptional, 27-year record of achievement in the management of corporate client, risk management, and information systems operations.
<b>Tom Baber</b> Assistant VP of Claims Administration	36	<b>Role:</b> Oversees client relationships, point of contact for the District. <b>Qualifications:</b> Tom Baber has 37 years' experience in the insurance claims and risk management industry primarily serving self-insured public and private clients.
<b>Chris Hunt</b> Claims Supervisor	27	<b>Role:</b> Supervises claims adjusters and claims process and ensures quality control. <b>Qualifications:</b> Chris Hunt has 27 years of experience with a strong background in school district claims management. He attended and received degrees from multiple learning institutions and earned his Associate in Risk Management.

<p><b>Marizel Bajao</b> Senior Claims Adjuster</p>	<p>34</p>	<p><b>Role:</b> Lead adjuster and primary point of contact for all claims-related matters for the District. <b>Qualifications:</b> Marizel Bajao earned her BA Business Administration from San Jose State University. She has 36 years of experience in multi-line claims adjusting.</p>
<p><b>Theresa Collier</b> Property Adjuster</p>	<p>23</p>	<p><b>Role:</b> Adjuster for all property claims-related matters for the District. <b>Qualifications:</b> Theresa earned her Business Administration degree from Cal Poly in Pomona and has been working in the insurance industry for 23 years. She is a seasoned adjuster that has worked with public entity property claims with various complexities and exposures.</p>
<p><b>TBD</b> Back-Up Adjuster</p>	<p>-</p>	<p><b>Role:</b> Handles claims for the District and provides back-up to Senior Claims Adjuster as needed, once approved by all parties.</p>
<p><b>Tammy Hunt</b> Subrogation Supervisor</p>	<p>26</p>	<p><b>Role:</b> Supervises subrogation specialist an oversees the subrogation process and ensures quality control. Primary point of contact for the design and overall operation of the recovery program. <b>Qualifications:</b> Tammy Hunt earned an AA and BA from Humphreys College. She is a Certified Paralegal and holds a Certified Legal Secretary Designation. After working on the City of Stockton’s subrogation recovery for 11 years, Tammy joined George Hills in 2013 and has been providing exceptional subrogation recovery services for public agencies clients.</p>
<p><b>Edie Yamamura</b> Subrogation Specialist</p>	<p>20</p>	<p><b>Role:</b> Identify, analyze, and evaluate subrogation potential and then coordinates the recovery of claims payments on behalf of the District. <b>Qualifications:</b> Edie Yamamura has 22 years of experience as a senior adjuster handling claims and litigation. She has a remarkable small claims court win ratio and investigation is her forte.</p>
<p><b>TBD</b> Claims Processor</p>	<p>-</p>	<p><b>Role:</b> Responsible for support for the liability claims team. Enters all new claims into the CXP system and general claims processing. Instrumental in our quality assurance reporting.</p>

## ALLOCATION OF PERSONNEL

**Discuss the allocation of personnel the TPA will use to staff a dedicated claims unit to manage and adjust District claims. Describe the title, function and minimum ongoing training/experience requirements.**

**Proposed Team:** George Hills is proposing the following team for this contract. Our in-house litigation team and subrogation recovery services are optional services that are available to OUSD.



George Hill’s proposed OUSD team is a strong differentiator. We selected the professionals to service OUSD because they have decades’ worth of experience, training, and knowledge in dealing with claims and litigation against public entities—including school districts. Most adjusters hold BA or MA degrees, and/or certifications and designations including Associate in Risk Management (ARM); Registered Professional Adjuster (RPA); Casualty Claim Law Associate (CCLA); Workers' Compensation Claims Professional (WCCP); California Self-Insured Administrator Workers' Compensation (SIA); American Institute of Certified Public Accountants (AICPA).

Each proposed GHC/OUSD team member’s workflow and case load is collaborative, balanced, and supported at the primary and investigative levels, as well as checked at the supervisory and quality control levels. All members of the team have extensive relations with defense/plaintiff counsel throughout California, are highly experienced in issues involving the coordination of ADA claims, as well as fire, police, and public works. George Hills requires that client TPA members receive ongoing updates (via emails, webinars, newsletters, as well as conference and forum participation) on current California Government Codes and Legislation, and changing regulations at local, state, and federal levels having direct effect on George Hills’ client base. **All of our supervisors and claim adjusters have completed our comprehensive training program, George Hills Claims University (GHCU) and have earned a Public Entity Claims Professional (PECP) certification. Details on this program are highlighted below.**

## George Hills Claims University (GHCU)



It is George Hills's philosophy to deliver a comprehensive and effective training program for our Claims Administration Division (CAD) that aligns with the Vision, Values, and Goals of the Company. By utilizing internal and external resources, our program is cost-effective and presents relevant technical information.

The genesis of GHCU was the reality that students were not going to college to seek a career in insurance claims adjusting and even less in claims adjusting in the public sector. We felt an obligation to attempt to establish a sustainable education forum to continue to have knowledgeable and experienced public entity adjusters.

Currently, we use the University to train all staff in order to get the Public Entity Claims Professional Certificate. This is used upon the hiring of all new staff to ensure each client will have a trained adjuster on their team. Our next phase will be to expand for the use of our clients, and eventually the use of the public. Our training ensures all of our claims staff receive the information and skills to perform the duties of their position successfully.

GHCU was launched using a Learning Management System (LMS) to provide continuous matriculation for our current and future employees. Upon completion of the training courses and successfully passing the exam, individuals will be awarded a certificate and Public Entity Claims Professional (PECP) designation.

**George Hills Claims University is available to our clients. If the District expresses interest in our training program, we are pleased to make the courses available to them.**

George Hills Additional Training programs includes:

- Monthly training sessions facilitated by industry experts on current and emerging claims related topics like legislative changes, new case laws, and claim trends. We also use this monthly session to refresh our claims administration staff on industry and internal best practices.
  - The recent CA Supreme Court decision on the City of Oroville sewer loss/inverse condemnation case was a recent topic for one of our sessions
- Annual two-day, in-person event for all claims staff, targeted at technical training, overall staff development, and team building. This annual session includes in-depth training and panel discussions on claims technical topics, claim system utilization, and corporate issues. A sample event included discussion about AB 218 - the recent legislation extending the statute of limitations for childhood sexual abuse and molestation claims.



- Online resources and training through George Hills Learning Management System. This Learning Management System is a robust resource/reference library for a wide variety of claims and risk management technical topics as well as structured training courses ranging from entry-level to advanced.
- Company-paid training courses leading to Associate in Claims (AIC) and other pertinent professional designations.
- Active participation in industry associations such as PARMA, CAJPA, League of California Cities, CSAC, AGRiP, and CLM. George Hills encourages employee attendance at their annual conferences and other training events throughout the year.

**George Hills is ready and willing to adjust our training program to meet the specific needs and goals of the District.**

## ASSIGNMENT OF CLAIMS

**Explain the TPA's current policies regarding the assignment of claims to each claims supervisor, claims examiner and claims assistant. Include a description of the number and types of claims assigned to each position.**

The case load of a GHC claims adjuster/examiner is usually based on the complexity of his/her claims. Typically, GHC claims adjuster caseloads are 50-75 pending files; senior bodily injury adjusters' case loads are 125-150 pending files; and senior property adjusters' case loads are 85-100 pending files. GHC adjusters handling auto, property, and subrogation claims average between 100 and 125 pending files. We attempt to impose a maximum case load of 150 pending files, but we recognize there are often times files on an adjuster's pending list that are dormant, especially for public agencies when files sometimes remain open simply awaiting expiration of the statute following a claim rejection. Having several adjusters available to handle OUSD claims allows flexibility in assignments such that no one adjuster's workload becomes overbearing. (It also gives OUSD coverage through vacations and illness in that one GHC adjuster will be able to cover for another.) GHC will always have adjusters on standby.

## EXAMPLES OF EFFECTIVE CLAIM RESOLUTION

**Provide three (3) examples of what you consider effective claim resolution within the last 24 months, and why you believe these resolutions were effective.**

### Los Angeles Unified School District (LAUSD)

We received a claim asserting that a female claimant was bullied and inappropriately touched on multiple occasions at school while traveling to and from school on a contracted bus. We conducted a prompt and thorough investigation, which confirmed multiple prior similar incidents involving the same students at the school site, as well as during the transport from school on a contracted bus. Our investigation revealed that school staff had prior knowledge of the ongoing issues between these students at the school site. Despite this knowledge, staff failed to take affirmative steps to address the situation, which allowed the behavior to continue. We immediately placed the contracted bus company on notice of the claim who turned the matter over to their carrier. We engaged the carrier as well as claimant's attorney throughout the investigation. Ultimately, we secured District authority to approach the bus company's carrier to try and resolve the matter with equal contribution by the District and the carrier up to \$50k each. The bus company's insurance carrier agreed to our proposal and allowed us to assume control of the negotiations for both the District and the insurance carrier. The case ultimately settled prior to litigation for \$30k (District and the insurance carrier each contributed \$15k). This was an extremely beneficial



settlement based on the known facts from the prompt and thorough investigation. The settlement amount for this type was favorable to both the District and bus company. It also saved the District several thousands in legal fees and expenses associated with litigation.

### **Ventura County Schools Self-Funding Authority (VCSSFA)**

A student-athlete on the school's wrestling team was transported by coaches without parental consent to an offsite location for hydration testing. During this time, members of the team engaged in horseplay wherein another student accidentally pushed the claimant's face into a drinking fountain as he was getting a drink of water causing him to sustain a dental injury that required emergency treatment and future dental care. We immediately engaged claimant's mother and remained in contact with her throughout the process. We also engaged claimant's dental provider who provided worked with us to provide a reasonable treatment plan. We were able to agree on an amicable resolution of the matter for \$20k. Once the agreement was reached, we engaged panel counsel to assist in securing a court approved minor's compromise. This was an extremely reasonable settlement based on the liability issues and injuries sustained by the claimant. By engaging claimant's mother early, we were able to avoid her securing counsel that would have driven the case value higher and forced the matter into litigation.



### **Schools Insurance Group (SIG)**

George Hills received a claim from Roseville Joint Union High (SIG) with allegations of loss of hearing by a high school cheerleader. The student contends that she was placed near a loudspeaker while attending a cheer competition, resulting in hearing being permanently altered. The student claims to have informed staff that she was experiencing discomfort and requested she be removed from the area which was denied.



The transfer of risk potential existed with a third-party vendor for the alleged injuries. This vendor was involved in the volume and set-up of the equipment related to this claim. It has been discovered through medical records review and IME that the student has a genetic hearing problem, and it was not caused by a traumatic event. It was crucial in this claim to obtain an expert early in the claim stage to defend the allegations. Further, locating vendors within the event was important to determine responsibility and contribution to the defense of the claim.

## **STANDARD RATIO FOR CASE CLOSURES**

### **Discuss the TPA's standard ratio for case closures as relates to new claims.**

It is always the goal to maintain a 100% closing ratio of existing to new claims on a monthly basis. With that goal in mind, there can be times where an unexpectedly high number of new claims, a catastrophic loss, a trial or other unusual event(s) could limit the adjuster's ability to achieve the 100% ratio in any given month. In that scenario, the adjuster is expected to achieve a higher monthly ratio in subsequent months to maintain the 100% benchmark over a 6-12 month average.



## CLOSURE PERFORMANCE COMPARISONS

**Explain how the TPA utilizes closure performance comparisons and the frequency that these comparisons are calculated. Explain other criteria used to determine the appropriateness of closing claims.**

George Hills' state-of-the-art claims handling technology, Claims Xpress (CXP) provides us with a claims dashboard so that managers can determine adjuster case loads, closure rates, and monitor client's needs closely and effectively. This tool is available to the managers at a moment's notice. Performance is monitored as needed.

## CLAIMS AND LITIGATION MANAGEMENT GUIDELINES

**Provide the TPA's Claims and Litigation Management Guidelines.**

George Hills focus on public entities and each individual client has allowed us to create both a comprehensive and adaptable claims management structure and methodology. This allows us to customize a Work Plan and Approach to each and every client yet provide a structure of success and that encompasses more than claims processing functions and focuses on efficient, cost-effective, and strategic claims resolutions. With the staffing and management approach, discussed in the preceding section, we are able to partner together for our success.

## BEST PRACTICES CLAIMS APPROACH

George Hills' *Best Practices General Liability Claims Handling Manual* and *Best Practices General Liability Litigation Manual*—both of which all George Hills claims processors, adjusters, and supervisors must follow in accordance with the specific rules, regulations, and requirements of an individual client—fully support the scope of work, procedures, processes, and requests of the District. George Hills' stated mission is always "to provide the highest level of quality, customer-focused claims service." We accomplish this by assigning teams of experienced individuals, who have managed similar accounts for many years.

George Hills' best practices approach to claims management centers around early communication and transparency of information. Early communication with claimants leads to a faster claim resolution, and our transparency of information gives the District insight to the claims process from inception to close.

Each area discussed below embeds our Best Practices guidelines:

**Best Practice Quality Control:** George Hills' processes, procedures, and methodologies center around adjuster accuracy and customer satisfaction. Quality control comes at the technological (automated) level and at the human (adjuster/supervisor) level by George Hills' supervisors.

**Communication:** Phone calls and e-mails receive a response within 24 hours. All other written communication receives a response within three business days.

### Contacts:

- 24-hour emergency contact is made within one hour of assignment or phone call.
- Initial contact will be made with insured/client, claimant and witnesses within one business day of receipt of their information. If no contact is made with the claimant, two subsequent contact



attempts via telephone will be made within the first 48 hours after receipt of the claim. If we do not have contact information for the claimant, or have incorrect information, extra attempts will be made to secure correct contact information, such as a Google or online “white pages” search. If OUSD’s protocols are such that claimant is not to be contacted, that will be documented in the adjuster’s file notes.

- An acknowledgment letter or email will be sent to all pertinent parties containing the adjuster’s contact information and claim number unless instructed otherwise.

**Best Practice Claim Data and Information Management:** George Hills’ ability to develop and maintain the District’s data metrics for decision-making as well as provide accurate statistical reporting is due solely to our commitment to best practices in our Information Technology processes. In 2015, we migrated our claims data to Insurity’s CMIS – CXP. This change has provided George Hills and our clients with much greater expert resources. Additionally, George Hills can rely on Insurity’s commitment to security to ensure your data is safe. To illustrate this commitment, Insurity completes an annual disaster recovery exercise to safeguard against potential data loss.

Timely resolution of claims is another best practice we employ. Generally speaking, the longer a file is open, the costlier it is for our clients. Superfluous open reserves on our client’s book of business can negatively affect financial results. As such, one of the items reviewed by the supervisors when they are auditing files is timeliness of closures. The supervisor will also review whether the adjuster is continuing to update the claim diary. Every time an adjuster picks up a file, they should do everything necessary to get the file closer to resolution.

**Data Entry:** When a claim/loss is received, the supervisor completes an Initial Claim Data Entry (ICDE) form and emails it to the assigned claims processor for the opening of the electronic claim file. The designated support staff will perform the following actions:

- Assign a claim number
- Enter the data into CXP within 24 hours of receipt of the claim/loss
- Attach any paperwork received with the claim to CXP
- Notify the responsible adjuster via email upon completion of data entry

These actions trigger CXP to set an automatic diary for the adjuster and their supervisor

**File Set-Up:** Upon receiving notification of data entry completion, and upon instruction taken from the Initial Claim Data Entry form, the claims processor will take the following steps:

- Send an acknowledgment of new assignment to the District within 24 hours of receipt of assignment.
- Make initial phone contact with the claimant or their attorney, if so instructed, and send an acknowledgment letter to the claimant or their attorney.
- Attach all pertinent paper documentation to the claim/loss to the CXP file.
- Once notified that the claim has been entered and acknowledgment letter has been sent, the adjuster will review the information in CXP for accuracy.
- **File Notepad** – A file note will be created in Notepad each time an activity occurs. Dropdown boxes for notepad types allow the adjuster to be specific as to the type of activity (i.e., phone call, correspondence received or sent, claim filed). The subject line allows for further specific yet brief information for an at-a-glance review in CXP. Notepads are important to document phone conversations or receipt of materials; they serve as a chronological “outline” of what activity has taken place.

- **Plan of Action (POA)** – Each file is required to have an initial claim review note (within the first seven days of receipt) outlining the basics of the claim. After that, Notepad entries reflect an updated Plan of Action (a type of Notepad entry) every 30 days. The District will have online access to the POA entries in the claim summary view. The POA's are also available as a report for the District and are useful for claim reviews.
- **Reserves** – Adjusters are required to set initial file reserves for indemnity and expenses (legal and adjusting) within five days of assignment.
- **Payments** – This tab is used to enter all payments issued by the District and/or by George Hills. All payments will have a copy of related documentation, the invoice, a copy of the release/settlement agreement, any OFAC checks, and W-9's as needed.

**Reserving of Claims:** The establishment of reserves is a significant task, as it impacts critical areas such as funding levels and future debt. George Hills' philosophy is to establish separate reserves for indemnity and expense. However, George Hills will reserve according to the District's policy. Adjusters review the reserves of a claim each time they touch the file, and specifically on each diary date. Reserves take into consideration liability as to the District and comparative fault of the claimant/plaintiff, type of injury, damages, prognosis, expenses (e.g., medical and wage), and any anticipated general damages. George Hills normally reserves on a "most probable outcome" basis.

**Updating Clients on Major Reserve Changes:** The District will receive monthly reports which include reserves and/or reserve changes. CXP will send push notifications when the reserve change meets the threshold that George Hills and the District have established. Our best practices dictate that all reserve changes be entered as soon as the adjuster becomes aware of the need for a change.

**Supervisory Approval of Reserve Changes:** The decision-making authority on revising the reserve is initially set at the level where the work is being done. However, large increases in reserves will be reported immediately to the supervisor and/or the District as required.

**Notification and Updating of Excess Insurers:** It is the responsibility of the adjuster to promptly report any case meeting the reporting requirements of the excess carrier or as instructed by the client. George Hills will notify the District's excess carrier in any number of situations according to the requirements of the excess policy carrier's stipulations. First, the excess carrier is notified no later than 30 days after receipt of notice of a reportable claim. Second, notification is sent when reserves are set on any reportable claim or suit involving multiple claims or suits arising out of one occurrence or any claims or reserves amounting to 50 percent or more of the retained limit. Third, excess carriers are notified regarding Title 42 USC 1983 cases in which a complaint has been served, and the plaintiff is represented by legal counsel or with reserves of 25 percent or more of the retained limit. Lastly, regardless of the reserve, notification is sent for any claim involving the following:

- One or more fatalities
- Loss of a limb
- Loss of use of any sensory organ
- Quadriplegia or paraplegia
- Third-degree burns involving ten percent or more of the body
- Serious facial disfigurement
- Paralysis
- Closed head injuries

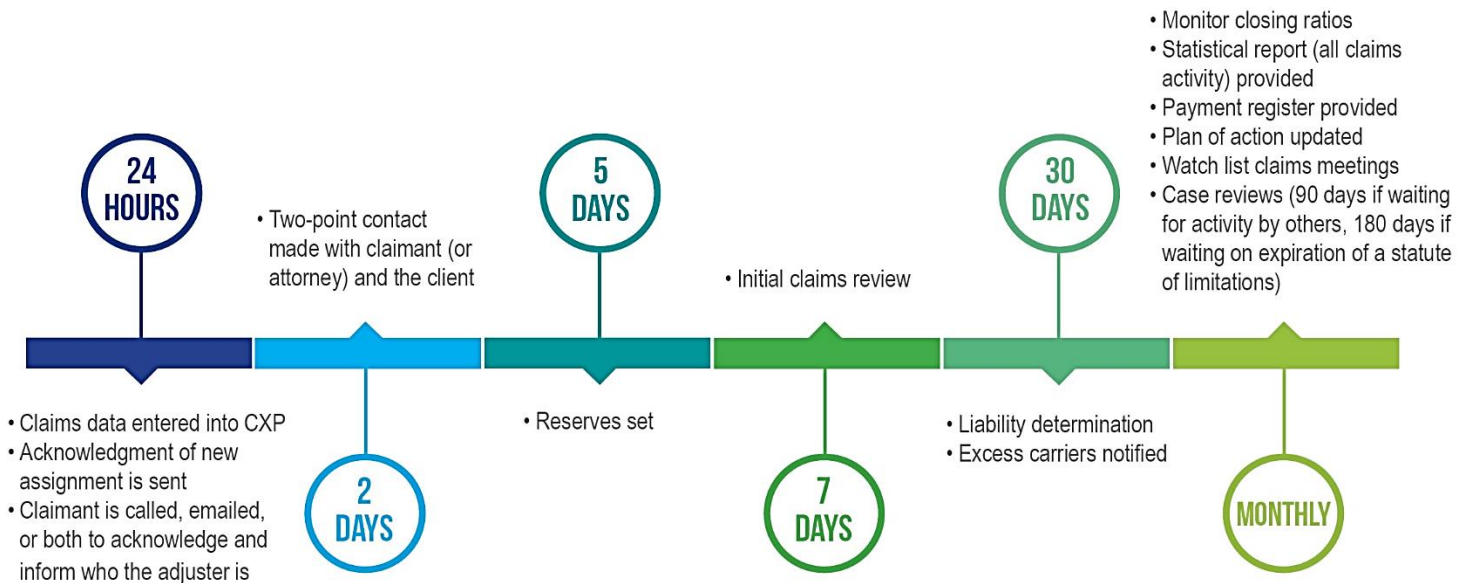
**Diaries and Claim Progress Notes:** Diary systems are established to ensure that each assigned case is reviewed at least once every 30 days on active files, extended diaries up to 90 days on those waiting activity by others, and up to 180 days on those files in which the adjuster is awaiting the expiration of the statute of limitations. All diaries are maintained through CXP.

File notes indicate the prompt establishment of an initial diary date and subsequent follow-up diary dates at intervals dependent on claim activity. Notes include action taken from the previous note entry and an updated Plan of Action documenting the adjuster’s plan for future activity to move the claim towards resolution. No claim is re-diaried without indicating specifically why no further action was taken.

George Hills’ claims supervisor will maintain separate diaries and other audit controls necessary to review and ensure timeliness in handling as well as ensuring other claims standards and reporting requirements are being met.

**Timeline of the Claims Handling Process**

The following takes place from receipt of a new claim:



**Cost Saving Methods:** Through our efficient and thorough investigation, there is a two-point contact within one business day of receipt of each claim, we ensure the liability investigation is completed early, and many claims are not pursued when they are denied or rejected early on. In these instances:

- **Attorneys Will Likely Pass on the Case:** Attorneys are less likely to take a case that has already been denied.
- **Establishing Defense Early:** By not establishing your defense position early, a claimant is often more likely to think they will get a settlement.
- **Securing Witness and Claimant Statements Early on:** This action is essential, lest they forget the details or have the opportunity to revise the facts to help their position.

- **Indexing Claimants Pursuing Injury Claims:** We verify if they have made similar claims in the past and/or have prior injuries that are unrelated to our matter.
- **Secure Complete Medical Records:** If there is liability, and injuries are claimed, we secure complete medical records to check for pre-existing conditions.
- We explore all tender possibilities based on the claimant's allegations because allegations trigger coverage regardless of liability.

## Litigation Management

- Our adjusters secure the litigation budget within 45 days of assignment to defense counsel. They review defense counsel bills in detail to ensure they are reasonable and in line with the litigation budget.
- Adjusters are trained to perform a risk weighted analysis early on in litigation to establish a target settlement number before incurring extensive defense costs, pursuant to the District's risk protocols.
- We believe adjusters should complete tasks rather than an attorney wherever possible.
- We utilize statutory settlement offers such as 998's when appropriate to possibly recover costs if a favorable verdict is received.

## LITIGATION MANAGEMENT

George Hills' philosophy and guidelines for providing litigation management services are as follows. When a claim becomes litigated, George Hills' claims adjusters do not simply assign a file to defense counsel and disappear but operate as true litigation managers. We believe it is the responsibility of our claims adjusters to work closely with defense counsel until the case is resolved and the claim file is closed. A good early investigation, coupled with an experienced litigation manager, helps bring the case to earlier resolution. We strategize early and often with the client and defense counsel and monitor the case to be certain counsel stays on track.

Within five days of the assignment by OUSD, contact will be made by the lead claims adjuster and with any assigned defense counsel. An appropriate plan of action will be discussed, and initial case analysis will be reviewed to determine what course of discovery and motion/defense strategy to implement.

Within 60 days following assignment of a case, defense counsel will complete and return a complete case analysis to OUSD, the George Hills adjuster, and the claims supervisor. The case analysis will include a comprehensive evaluation of the case and formalize the defense strategy crafted by the team.

In addition to the initial case analysis, counsel will provide an accurate estimate of defense costs for all litigated cases as set forth in the exhibits. Defense counsel is expected to stay within the estimated case budget throughout the litigation and to report on fees expended in relation to the budget as requested.

After an initial case analysis, defense counsel will provide mandatory written status reports at 60-day intervals, setting forth all substantive developments. The defense attorney handling the claim will prepare the status reports. Defense counsel will report only on new developments since the last report because it is not necessary to repeat case facts or information previously reported. Status reports will be as straightforward and as objective as possible to allow the George Hills adjuster and claims supervisor to meaningfully analyze the case and determine the course of action to be taken.

Additionally, George Hills monitors defense counsel to ensure that counsel stays true to the plan of action and within the defense budget. This includes monitoring defense counsel procedures, mandating regular reporting by defense counsel, and reviewing legal bills for appropriateness as directed by the American Bar Association standards or by the OUSD's instructions to ensure the claim is resolved in the most cost-efficient manner.

Furthermore, George Hills has developed specific guidelines that include creating and monitoring a watch list of any claims that, because of allocated expenses, expense reserves, case reserves, or a combination thereof, present a threat to pooled funds or have already reached pooled funds. Though the OUSD may wish to assign claims to their watch list for the Litigation Manager, George Hills' watch list typically starts at the primary level. If chosen to provide third-party administration services, George Hills will continue to follow these guidelines to create a watch list of claims that have the potential to exceed OUSD's SIRs and monitor those claims until the case resolves.

## CLIENT COMMUNICATION

**Discuss the TPA's interaction with clients in reporting on account management or claims related issues. Explain how frequently you expect supervisors and/or adjusters to initiate contact with District personnel. Also explain your protocol regarding returning telephone and/or E-Mail messages.**

Building a client services relationship that is considered collaborative and a partnership is a priority for George Hills. After award of contract, The George Hills' team will meet with OUSD to establish mutually agreed upon communication protocols and preferred method of communication—email, telephone, or text. Typically, all supervisor/manager/adjuster requested communications with client personnel are frequent and transparent.

It is important to note, George Hills' senior executive contact, Chris Shaffer, Chief Operating Officer is always only a phone call away to discuss any account management issues or concerns. In a nutshell, we anticipate very little time or resources will be required from OUSD staff in our delivery of TPA services to the District—but our communication with OUSD will be as much as the District requests.

Historically, George Hills' handling of claims at the client services levels puts great emphasis on communication—from processing, through document flow and settlement, to ensure all parties are always provided appropriate information in a timely, efficient, and effective manner. As requested by OUSD, George Hills will closely monitor litigation efforts providing regular communication to OUSD staff—who will authorize all depositions and any sub rosa or independent investigative activities. Settlement authority on litigated claims must be approved by OUSD staff prior to being presented or negotiated with claimant's attorney. Prior to any settlement conference, George Hills and/or legal counsel, whichever is appropriate, will provide OUSD staff with written analysis of the case, including options and recommendation for settlement.



## **4. TPA's Management Information System**





**Describe the type of management information system proposed for this contract. Discuss the TPA's experience in using the system; whether the system is owned and operated in-house or through an agreement with another provider; the general capabilities of this system; compatibility with other existing systems for continuity of data and transferring of historical data; and any projected upgrades or changes during the term of the contract with the District.**

- a. Detail whether or not the management information system proposed for this contract is able to import and sort information from a standard MS Excel Spreadsheet into it.**
- b. Detail whether or not the management information system proposed for this contract is able to import and sort information from a standard Google Sheets Spreadsheet into it.**

## INFORMATION TECHNOLOGY

George Hills' ability to develop and maintain the District's data metrics for decision-making as well as provide accurate statistical reporting is due solely to our commitment to best practices in our Information

ClaimsXPress

Technology processes. In 2013, George Hills migrated our claims data to a new CMIS – ClaimsXPress (CXP). This change has provided George Hills and our clients with streamline, secure and robust claim management software platform managed by superior technical resources. Additionally, George Hills IT team and our system provider's expert IT staff have a commitment to security to ensure your data is safe and backed-up to protect if system compromised. Most importantly, GH has grown to have a team of CMIS experts, whom have lead the evolution of making our version of CXP a public entity industry leading system.

Claim files in CXP are simple to obtain and thorough in content. Through CXP, adjusters can track claim frequency and severity, and loss trending analysis, among other things. Our CXP database is extensive, giving our adjusters and clients immediate access to a wide array of data. Claim files are organized, so the contents are orderly and contain documentation of all financial activity (payments, reserves, recoveries). Reserve changing, whether initial or otherwise, automatically generate a file note in Notepad and include the comments. Each file will speak for itself and will contain all reports documenting the adjuster's investigation, including but not limited to: correspondence to and from all parties; documentation of damages; reports from all parties, including those from experts. **Through our CXP database, our clients will have 24-7 access to real-time activity on claims, and reports that can be exported to PDF or MS Excel. CXP is also able to import and sort information from a standard Google Sheets Spreadsheet.**


ClaimsXPress includes embedded functionality for client specific configuration and rules, and is in production with self-insured entities (public and private), carriers and pools. ClaimsXPress delivers a robust set of highly flexible features that can be leveraged by George Hill's IT staff to meet your most demanding workflows and specific claims needs.

List and describe the management information reports generated by the TPA's system. Identify those reports which are standard and included in the service fee. Identify those reports which are optional and the cost for generating these reports. Include in each description the interval at which the reports are generated. Provide a one-page example of each of five (5) reports listed and explain how each will assist the District in managing its program.

As part of your onboarding process, George Hills will hold a training session with all potential client-side CXP users, ensuring that everyone has the desired level of access and understanding of the system. CXP has a set of standard claims handling reports available our clients, but the system can also be customized to produce unique reports specific to your needs. The District can safely and securely access their reports via an automated encrypted email from their point of contact. All of these reports are available for export to Microsoft Excel or Adobe PDF formats on demand. There may be additional charges for custom reporting if a third-party programmer is needed for three hours or more and is client specific.

CXP Claims is an entirely paperless system. All of the claim files are stored electronically using the CXP Cloud storage system, available to any authorized user using any browser at any time. George Hills' ability to maintain data and provide enhanced statistical reporting is due to our long use of best practice technology to maintain data and provide enhanced statistical reporting. George Hills' proprietary iMetrics™ Business Intelligence Reporting service provides optimum targeted, on-demand data for liability and property claims decision-making.

The use of CXP increases our firm's service capabilities by streamlining our workflow and allowing for customization of reporting capabilities. The alignment of these technologies with George Hills' services provides real-time access to decision-making data, metrics, and trends. When it comes to read-only access, reporting, and modification abilities, our technology offering is unmatched. The following exhibits feature examples of Claims Reports including an iMetrics report from CXP.

 <b>Claim Register</b> Demo Jpa Loss Dates from 01/01/1901 to 2/29/2020. Period from 2/1/2020 to 2/29/2020. Valued as of 2/29/2020		Paid	Reserves	Recovery	Net Incurred	Paid This Period		
Demo Entity 1 Claimant: <b>Springfield, Rick</b> Master Claim No : Demo2016-1 Adjuster : Test, Adjuster Claim Type : GL Department : Demo Transportation SIR Limit : \$250,000.00 Loss Location : 101 Jessie's Way Description : Dangerous condition - Alleged roadway design		Loss Date : 03/15/2016	Bodily Injury	\$500.00	\$9,500.00	\$0.00	\$10,000.00	\$0.00
		Claim Number : GHC0013162	Property Damage	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00
		Status as of Date : Open	Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Litigated : Yes	Legal	\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00
		Date Rejected : 05/30/2016	Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Policy Date : 2015/2016	Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Adj Fees Unallocat	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<b>Totals</b>		<b>\$500.00</b>	<b>\$60,500.00</b>	<b>\$0.00</b>	<b>\$61,000.00</b>	<b>\$0.00</b>
Demo Entity 1 Claimant: <b>Smith, Dan</b> Master Claim No : Demo2016-2 Adjuster : Dunckel, Andrew Claim Type : GL Department : Demo Police SIR Limit : \$250,000.00 Loss Location : City Hall parking lot Description : Excessive force alleged		Loss Date : 05/05/2016	Bodily Injury	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Claim Number : GHC0013151	Property Damage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Status as of Date : Closed	Expenses	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00
		Litigated : No	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Date Rejected : 12/17/2016	Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Policy Date : 2015/2016	Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Adj Fees Unallocat	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<b>Totals</b>		<b>\$500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>\$0.00</b>
Demo Entity 1 Claimant: <b>Doe, John</b> Master Claim No : Demo2016-3 Adjuster : House, In Claim Type : GL Department : Demo Fire SIR Limit : \$250,000.00 Loss Location : Near claimant's home Description : Slip & fall on sidewalk		Loss Date : 05/09/2016	Bodily Injury	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Claim Number : GHC0013153	Property Damage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Status as of Date : Open	Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Litigated : No	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Date Rejected : 12/15/2016	Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Policy Date : 2015/2016	Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Adj Fees Unallocat	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<b>Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>





SEXUAL ASSAULT AND HARASSMENT CLAIMS SUMMARY AS OF 1/31/2022

Insurer:  
Insured:

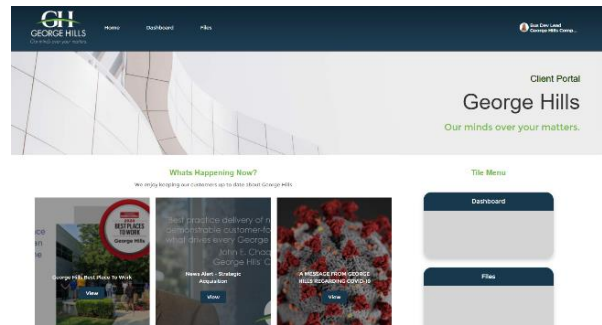
AS OF DATE	IN LITIGATION FILES	PRE-LITIGATION CLAIMS	MONTHLY CHECK REGISTER					TOTAL PAYMENTS SINCE 10/1/2018				
			LOSS PAYMENT		EXPENSE PAYMENT		MONTHLY TOTAL	LOSS PAYMENT		EXPENSE PAYMENT		TOTAL
			COMPUTER CHECK	CLIENT CHECK	COMPUTER CHECK	CLIENT CHECK		COMPUTER CHECK	CLIENT CHECK	COMPUTER CHECK	CLIENT CHECK	
10/31/2018	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/30/2018	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/31/2018	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/31/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/28/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/31/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04/30/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/31/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06/30/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/31/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/31/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/30/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/31/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/30/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/31/2019	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/31/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/29/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/31/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04/30/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/31/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06/30/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/31/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/31/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/30/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/31/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/30/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/31/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/31/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/28/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/31/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04/30/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/31/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06/30/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/31/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/31/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/30/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/31/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/30/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/31/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/31/2022	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Insured FY	Expense Paid	Expense Outstanding Reserve	Expense Incurred	Legal Paid	Legal Outstanding Reserve	Legal Incurred	Total Paid	Total Outstanding Reserve	Total Incurred	Total Recovered	Net Incurred
Briggs Elementary School District - 2017/2018											
Briggs Elementary School District - 2019/2020											
Conejo Valley Unified School District - 2017/2018											
Conejo Valley Unified School District - 2018/2019											
Conejo Valley Unified School District - 2019/2020											
Conejo Valley Unified School District - 2020/2021											
Conejo Valley Unified School District - 2021/2022											
Fillmore Unified School District - 2021/2022											
Golden Valley Charter School - Mesa Union School District - 2020/2021											
Golden Valley Charter School - Mesa Union School District - 2021/2022											
Hueneme Elementary School District - 2016/2017											
Hueneme Elementary School District - 2017/2018											
Hueneme Elementary School District - 2018/2019											
Hueneme Elementary School District - 2019/2020											
Hueneme Elementary School District - 2020/2021											

## Report Types:

- **Check Register Report:** provides individual or multiple payments on a claim; is a payment transaction record for each claim.
- **Claim Log Financial Report:** provides line reports for each claim, including the “totals” to date paid
- **Claim Register Report:** provides multi-line information for each claim with different “buckets” of payments and reserves broken out for optimum detail.
- **Transaction Register Report:** provides all payment within a specific time period for a claim.
- **Diary Report:** provides all work completed and/or in process of being completed on a claim.

**Client Portal:** George Hills is thrilled to launch our self-service client portal. OUSD will have its own dedicated Portal for all members and staff to access. We can tailor it so its complimentary to the OUSD’s members only website access. This new web-based platform provides our clients exclusive access to the following features:



- Secure file sharing and document management
- Quick reporting and metrics on dashboard
- Simple user interface
- George Hills’ news and alerts

**Provide TPA’s list of loss codes and descriptions used in the management information system to indicate the type of loss.**

### George Hills’ Loss Type Codes:

- DFEH Complaint
- Federal Matter
- Non-Covered General
- Precautionary Incident Only
- Tort Claim
- Carrier Assignment
- In-House
- Conversion

**Describe the unique features of the management information reports provided by the TPA which are not typically provided by other TPAs.**

George Hills Claims Xpress (CXP) software has robust, state-of-the art efficiencies and capabilities as well as enhanced client reporting capabilities. CXP’s best practices hosting service solution, CXP Cloud, (and its mobile app, CXP Mobile) enables client claims data to be accessed from anywhere, at any time with solid data security. Along with its exceptional data security/disaster recovery core, CXP Cloud hosting provides a world class infrastructure for all data it hosts and maintains—i.e., it is demonstrably responsive, reliable,

scalable, and high performance. Other benefits of CXP Cloud include 100% network uptime guarantee; commitment to security at the physical, operational, and system levels; a full coverage service hosting and operating environment; primary and disaster recovery sites; and backup solutions that ensure your data availability and security.

As mentioned previously, George Hills can offer through CXP enhanced iMetrics Reports – including charts from the client’s data, valued at a defined point in time in consideration of different metrics. We can also provide the claims dashboard from within the claims system itself that gives clients real time data at their fingertips—displayed in pie charts and bar graphs—such as closing ration, new claims per month, current claims inventory. For additional cost, we can provide a Risk Management Annual Reports, summarizing a client’s entire Risk Management Program—i.e., fiscal year’s losses and costs for Client’s General Liability, Property and Subrogation Recovery Programs. All George Hills’ generated monthly reports, including our monthly loss reports, help our clients manage their programs by providing real-time technology-based visibility and control of their processes and procedures. George Hills is very happy to provide information on individual cases on request and discuss any statistical reports needed by the OUSD.

**Describe the TPA's ability to provide the District with a minimum of seven (7) MIS user connections on existing personal computers allowing for full database access and standard/ad hoc report writing/generating, and the cost, if any, for such service.**

George Hills has the ability to provide OUSD with a minimum of seven (7) MIS user connections on existing personal computers with full read only access. CXP is a web-based application, making it accessible from almost every computer – even from home computers. Due to security reasons and to ensure the utmost data integrity, clients do not have access to the backend database. All standard/ad hoc report writing/generating will come from George Hills’ OUSD Account professional team.

**Discuss the MIS technical support services provided by the TPA. Include the location of MIS staff and how many clients are serviced from that location.**

George Hills has a dedicated Business Systems/IT Department that will work directly with OUSD, for setting up custom reports, requesting special reports, and inputting and managing data entry. The ease of use of the CXP management and reporting allows the adjusters to provide better and more timely service to clients.” Our 150+ clients are provided technology and business systems support from our corporate headquarters in Sacramento/Rancho Cordova.

**Identify who owns the TPA MI system.** George Hills owns our MI system.

**Discuss the TPA's ability to provide telephonic or web-based claim reporting services.**

George Hills has the ability to provide telephonic or web-based claim reporting services, teleconferences, and use MS Teams for web conferences.



## 5. Proposed Cost of Services



## FEE SECTION TERMS

**One Time Start-up Fee**—The process of on-boarding a new client covers many areas, from establishing expectations, policies and procedures to designing the infrastructure to meet the needs of risk management, council, and department heads. It also involves time and effort in establishing the Trust Account or check writing, W-9 and all federal and state reporting requirements. Most importantly claims triage. This is not time spent on the actual data conversion.

**Annual Administration Fee**—George Hills has determined it takes a company wide effort to ensure we exceed the expectations of our clients. As such we feel it transparent to separately identify and charge for those critical function that are not directly tied to claims handling. As such we include an annual administration fee which includes the following activities:

- Access to CMIS and training
- A monthly listing of open claims, showing expense categories, reserves, and total incurred
- Monthly claim summary reports
- Providing loss run data and required reports
- Providing annual reports to outside agencies
- Filing of regulatory reports (such as 1099, W-9, etc.)
- 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 in the on-boarding process. (Note: if trust fund is not set-up with the George Hills preferred bank, there may be an additional set-up fee)
- New bank account set up (signature cards, test checks, online access, set up bank in CXP)-- George Hills' preferred bank is California Bank & Trust. Should another bank be selected, an additional setup fee may be charged due to the complexities and amount of time and effort
- Approval process shall be documented in George Hills Special Claims Handling Standards and Instruction form
- Process checks weekly
- Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions)
- Maintain a copy of all checks drawn by George Hills to pay claims and claims related expenses
- Submit monthly check registers of all transactions made for the period
- Monitor account balance, prepare replenishment requests as needed (customize request for each client's need)
- Monthly bank reconciliation (prepared and sent to assigned client personnel)
- Special reports that requested to go with billing invoices (by member, claim type, etc.)
- Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.)
- Certificates of insurance
- The handling of paper file expenses during conversion, if applicable

**Mileage - Adjuster**—Mileage is paid at the current IRS rate.

**MMSEA**—Both the one-time setup fee and the annual reporting fee are paid directly to ExamWorks.

**Adjuster Travel Expenses**—for mediations, settlement conferences, trials, etc.; subject to prior approval and submitted with receipts.

**CXP Access Fee**—Included in the annual administration fee is the setup and management of five (5) user accounts through our MIS CXP.

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

**Custom Reports**—Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

**Conversion Fees**—This \$20,000 fee is intended to cover costs associated with data conversion, transition, and contract closeout. The data conversion fee is dependent on many factors which will need to be discussed. If George Hills is retained for five years, then we will absorb 100 percent of the conversion fee. If George Hills is not retained for the full length of the proposed contract, then the client shall be subject to a fee of 20 percent each year not retained (this does not include shipping, storing, scanning, copying, or otherwise handling open or closed paper claims files, this shall be a separate charge based on the Scope of Services).

George Hills will charge for any agreed services related to conversion, copying, scanning, shipping, and disposal.

**Catastrophic Pricing**—Applicable only to fixed fee and time and expense, with a cap fee agreement. George Hills recognizes that in the event of a catastrophe, additional hours will need to be applied to the handling of such claims. As such, to preserve the quality and efficiency of service for which we have been known, George Hills proposes that should a catastrophic event occur resulting in 10 or more claimants or claims from a single occurrence, the client shall be billed at the current hourly rate.

**3% Escalator**—George Hills' pricing option for the contract is estimated as a 3% annual increase.

**Termination Fee**—In the event of contract termination, George Hills' procedures and cost for run-off claims will be billed at the current hourly rate; no charge for historical loss summaries. George Hills believes that the successful transition of claims requires preparation, so we ask for 90 days' notice if the contract is terminated without cause, to properly and efficiently facilitate the transition of claims management.

**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.

**Storage**—George Hills will charge for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.



## ADJUSTING SERVICES FEES

**Option 1a: Time and Expense**—George Hills believes, as in the legal field, services surrounding claims and potential litigation are best captured by directed effort. In this case, the client only pays for the services requested. In a time and expense environment, George Hills applies its best practice approach to all claims; unless the client adjusts, restricts, or expands such services. A general administrative file will be established and maintained to track effort related to services necessary to fulfill our contractual obligations not otherwise associated with a claim.

Time and Expense for Adjusting Services	
Supervisor	\$118/hour *
Adjuster	\$94/hour *
Claims Processing	\$77/hour *

**Option 1b: Time and Expense with a Cap**—George Hills believes that this can be the best of both worlds. It allows the realities of the unknown to dictate service results but has some budget certainty. The cap will always be more than the fixed fee to protect the unknown but often can result in less cost too. The cap is a movable target and really should be adjusted annually until the services and relationship have settled.

*The above hourly rates by position are the same for both options A1 and A2. The only difference shall be that George Hills commits to an annual maximum of \$220,000\* on adjusting services for option A2. Please note the catastrophic pricing is applicable.*

*\*Subject to the 3% escalator*

**Option 2: Flat Fee**—George Hills believes this is a workable solution for public agencies seeking budget certainty. Unfortunately, it has its challenges. First, every other significant component of a claim (settlement and legal fees) are not predictable and, as such, making the adjusting costs fixed will ensure that 100 percent of the time the fee will be wrong. Secondly, the result could be that the client is receiving far more resources than they are paying for, or the client is paying for far more resources than they are receiving in services on any one claim. Either outcome is wrong.

In this environment, George Hills makes every effort to be resource sensitive in applying our best practices to ensure we balance the economics. No matter what, we put forth the right effort to resolve the claim. We do, however, adjust practices that can and should be adjusted to meet our clients budget goals.

Flat Fee	Fee
Fixed fee for handling all incidents: tracking, investigations, reporting, and collaboration with OUSD	\$50,000
Fixed Fee for Claims services for all filed claims	\$140,000
Year 1 Total Fixed Fee	\$190,000
First Year Discount	-\$19,000
<b>Year 1 Total Fixed Fee with 10% Discount</b>	<b>\$171,000</b>
<b>Year 2+ Total Fixed Fee</b>	<b>\$195,700</b>

### GENERAL ADMINISTRATIVE FEES—ADDITIONAL TO ADJUSTING FEES

All pricing is based on the current average of 200 incidents, 130 general liability, and 20 property claims per year. Should the claim volume change more than 10% in severity or frequency in a year, we request reevaluation of our pricing agreement.

General Administrative Fee Section – Applicable to each fee option.	
One Time Start-Up Fee	\$10,000
Annual Administration Fee	\$12,000
Mileage - Adjuster	Current IRS Rate
One Time MMSEA Setup Fee (paid to ExamWorks)- if applicable.	\$300/one-time
Annual Reporting Fee (paid to ExamWorks)	\$500/year
Adjuster travel expenses for mediations, settlement conferences, trials; subject to prior approval.	Actual
CXP access fee (up to 5 users)	Included
Custom reports, if exceeds three hours and is client specific	\$185/hour
Allocated File Expenses (see attached details)	At cost
Conversion Fee (waived if client for 5 years, see below "Conversion Fees")	See Notes
Catastrophic Pricing	Current hourly rate



## 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.

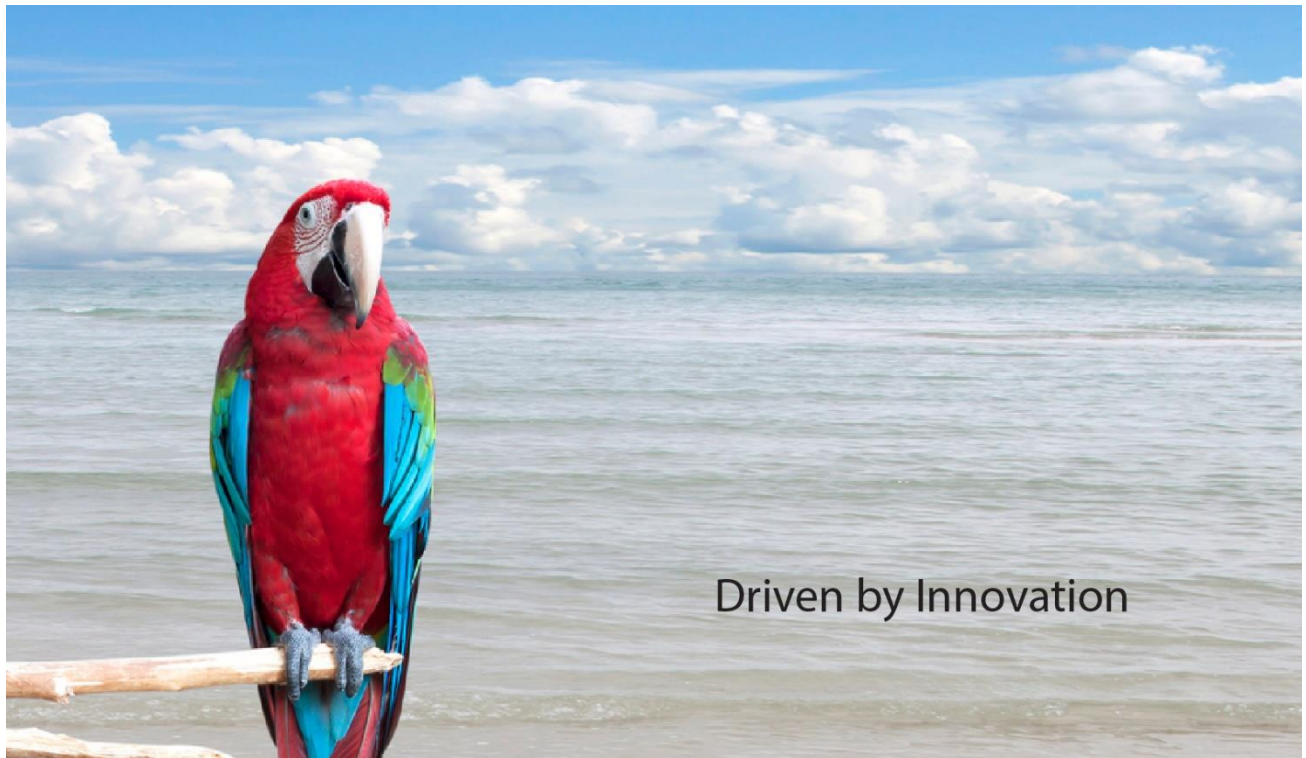
- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees (ExamWorks);
- Costs 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 of 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. (includes time, travel and lodging).

# GH

## GEORGE HILLS

*Our minds over your matters.*

### 7. Exhibits A-K



Driven by Innovation

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

## Exhibit A

### Standard Form Response:

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

**George Hills**

**P.O. Box 278, Rancho Cordova, CA 95741**

**John Chaquica, CEO**

2. Tel: **(916) 859-4824** Website: **www.georgehills.com**

Email: **john.chaquica@georgehills.com**

3. Is the Company a Certified Oakland Small Business? Yes  **No**

4. Type of Company: (check one)

Individual  Partnership  Corporation

5. Names and titles of all principals/officers/partners of the company:

**John Chaquica, CEO, Chris Shaffer, Chief Operating Officer**

6. Point of Contact if Contract is Awarded:

**John Chaquica, CEO**

**(916) 859-4824**

**john.chaquica@georgehills.com**

## Exhibit B

### References:

To be completed by references:

#### Reference 1:

Customer Name: Los Angeles Unified School District

Contact Name: Robert Reider

Title: Director of Risk Management

Address: 333 S Beaudry Ave., Los Angeles, CA 90017

Phone Number: (213) 241-0329

Email: robert.reider@lausd.net

Services Provided: Third Party Liability and Property Claims Administration

How satisfied were you with the services provided?

Excellent    Good    Average    Unsatisfactory

Was the work completed on time and within contract not to exceed amount? Did work product demonstrate responsiveness, knowledge and high degree of accuracy?

**"George Hills services provided are very good. The work is completed on time with knowledge and accuracy within the parameters set by the District. The contract is not written on time and expense but rate per claim."**

#### Reference 2:

Customer Name: Manteca Unified School District

Contact Name: Nicole Lee

Title: Coordinator of Risk Management

Address: P.O. Box 32 Manteca, CA 95336

Phone Number: (209) 858-0859

Email: nlee@musd.net

Services Provided: Third Party Liability and Property Claims Administration

How satisfied were you with the services provided?

Excellent    Good    Average    Unsatisfactory

Was the work completed on time and within contract not to exceed amount? Did work product demonstrate responsiveness, knowledge and high degree of accuracy?

**"George Hills services provided are nearly excellent. Their work product demonstrates responsiveness, knowledge and a high degree of accuracy."**

**Reference 3:**

Customer Name: Ventura County Schools Self-Funding Authority (VCSSFA)

Contact Name: Elizabeth Atilano-Melvin

Title: Executive Director

Address: 5189A Verdugo Way, Camarillo, CA 93012

Phone Number: (805) 437-1505

Email: eatilano@vcoe.org

Services Provided: Third Party Liability and Property Claims Administration

How satisfied were you with the services provided?

- Excellent     Good     Average     Unsatisfactory

Was the work completed on time and within contract not to exceed amount?

**"Yes, it was. In fact, we added the additional service of retaining claims counsel from George Hills.**

Did work product demonstrate responsiveness, knowledge and high degree of accuracy?

**"Yes, and I especially appreciate having a claim adjuster who is an expert in special education claims."**

## **Exhibit C**

### **Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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 or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to

acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses

incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall



refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.
19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: 


Date: 2/16/2022

**EXHIBIT D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither George Hills nor [George Hills] principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 16th day of February 2022 [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By   
(Signature)

John Chaquica  
Typed or Printed Name

CEO  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

## **EXHIBIT E INSURANCE**

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

**EXHIBIT F**  
**WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: George Hills

By John Chaquica

Signature of Authorized Signer 

Title of Signor CEO

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**EXHIBIT G**

**FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District

I John Chaquica (George Hills), acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Rancho Cordova, California, on 16 / February /2022/

John Chaquica

P.O. BOX 278, Rancho Cordova, CA 95741

Typed or Printed Name


Address

CEO

(916) 859-4824

Title

Telephone Number

  
Signature

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent

to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.





## EXHIBIT I

### PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted                     YES

Option Granted                     NO


**EXHIBIT J**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

February 16, 2022	 CEO	John Chaquica
Date	Signature/Title	Type or Print Name
George Hills	P.O. Box 278, Rancho Cordova, CA 95741	
Name of Company	Address	City and State
(916) 859-4824		
Area Code	Telephone #	Fax #
94-2546177		
Federal Tax ID Number		

## EXHIBIT K

### **Data Request - OUSD Data Privacy and Management Agreement**

To submit a qualified proposal for RFP Bid No. 21-113GC,  
George Hills ("Bidder") requests the specific OUSD records or data listed  
in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on [DATE TBD] unless terminated earlier by OUSD.

#### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates John Chaquica (name of bidder's officer), CEO (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **TERMINATION**

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized

overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

### **GENERAL UNDERSTANDING**

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

### **Proposer:**

John Chaquica  
\_\_\_\_\_  
Name of Proposer's Signee

Date: February 16, 2022  
\_\_\_\_\_

CEO  
\_\_\_\_\_  
Title of Proposer's Signee

# GH

## GEORGE HILLS

*Our minds over your matters.*

### Appendix

- Proposed Team Resumes
- Optional Services
- Contract Exceptions and Sample Agreement



## PROPOSED TEAM RESUMES

For over forty years, George Hills has made public entity casualty claims adjusting its focus. At the core of this focus, and the means for our ongoing success, is the high quality of individuals employed by George Hills. We put forth our best effort in recruiting, training and retaining public entity adjusting experts. We believe this emphasis on high quality public entity professionals, and our reputation for excellent client service has led us to the forefront for California Public Entities property and liability claims management.

There is no other liability specific TPA services California public agencies that boast of that level of dedication or pedigree of specialization. This coupled with George Hills team's focus on providing superior service, makes us California's TPA of choice and is crucial to building a lasting relationship with our clients.

Our claim division staffing structure ensures that the quality of the work we provide will meet your exacting expectations. We employ claim executives who have been in the business of serving public entities for most of their careers. We have a hierarchical structure of managers and supervisors who oversee and advise on the work produced by adjusters. Our adjusting staff consists of senior level adjusters, adjusters who are progressing in their careers toward senior level positions, and claim processors who provide administrative support as well as key support duties.

George Hills' employees hold professional licenses, BA/BS/MA and JD degrees, and/or industry certifications/designations, including: Independent Insurance Adjuster; Associate in Risk Management (ARM); Registered Professional Adjuster (RPA); Casualty Claim Law Associate (CCLA); California Self-Insured Administrator (SIA); Certified Public Accountants (CPA); Charter Global Management Accountant (CGMA); Certified Litigation Management Professional (CLMP); Property/Casualty Agent; and the California State Bar.

### **John Chaquica, CPA, MBA, ARM, CEO/Owner**

Mr. Chaquica has over 32 years of management experience and JPA leadership. He is known for his exceptional public-sector knowledge, and his ability to put together efficient and productive cross-functional teams. Before joining George Hills, Mr. Chaquica was the CEO of Bickmore, a leading US-based risk management company servicing both the public and private sector. At Bickmore, he led the strategic plan of the firm and was accountable for 100+ employees and five office locations. In addition to his role as CEO, Mr. Chaquica served as Executive Director for several California public entity self-insurance pools and as a strategic advisor to several other entities. Before joining Bickmore, Mr. Chaquica was Partner in Gilbert Accountancy Corporation, specializing in small and medium-sized private business, non-profit organizations and governmental agencies. At Gilbert Accountancy

**The average  
tenure of  
George Hills'  
adjusters,  
managers and  
supervisors is  
16 years.**

Corporation Mr. Chaquica served as Audit Partner and was Industry Team Leader on public entity self-insured groups. Mr. Chaquica is a CPA, MBA, ARM, CGMA, and a licensed Independent Insurance Adjuster and Property/Casualty Agent.

#### **Education:**

- Golden Gate University, MA Business Administration, Finance
- California State University, Sacramento, BS, Accounting
- Insurance Institute of America- Associate in Risk Management (ARM)



### **Chris Shaffer, ARM/P, Chief Operating Officer**

Mr. Shaffer has an exceptional, 27-year record of achievement in the management of corporate client, risk management, business systems, and information systems operations. He has proven his ability to improve business performance, increase capabilities and efficiency, reduce costs, minimize risk, and streamline workflow by implementing technology and process enhancement solutions. Mr. Shaffer has special expertise in automating manual procedures, selecting and deploying enterprise-level applications, and implementing technologies to keep pace with industry and business needs. Mr. Shaffer excels at building and leading top-performing teams. His outstanding project management and decision-making skills make him an asset to George Hills and those with whom we partner.

#### **Education:**

- University of Utah, BA History
- Insurance Institute of America- Associate in Risk Management – Public Entity (ARM/P)

### **Tom Baber, ARM, Assistant Vice President of Claims**

Mr. Baber has over 37 years' experience in the insurance claims and risk management industry primarily serving self-insured public and private clients. He has extensive expertise in managing large exposure/complex claims for both stand-alone and JPA pool clients. He is committed to providing his clients with innovative, high-quality claims administration services that add value and help drive down the total cost of their programs. Mr. Baber provides leadership, depth, and experience to George Hills' growing business in Southern California.

#### **Education:**

- UC Santa Barbara, BS, Physiological Psychology

### **Chris Hunt, Claims Supervisor**

Mr. Hunt is a highly qualified individual with a strong background in claims management. He attended and received degrees from multiple learning institutions and earned his Associate in Risk Management certification as well. Mr. Hunt started his career in claims as a casualty adjuster and has since moved up to program manager and supervisor. Mr. Hunt has experience managing large clientele portfolios and has supervised employees in the administration of general liability and subrogation claims, with an emphasis on public entity claims. As a member of the team, he will supervise the claims adjusters and ensure quality control of the claims process.

#### **Education:**

- Insurance Educational Association, Associate in Risk Management (ARM)
- Cal Poly Pomona, B.S. in Behavioral Science
- Riverside City College, Associate of Arts

### **Marizel Bajao, Senior Claims Adjuster**

Ms. Bajao has been with George Hills since 1998 as a Senior Claims Adjuster. She is a Multi-line Claims Adjuster, specializing in adjusting and investigations of minor to complex casualty, property, and professional liability claims for public entity clients and insurance company clients. Previously she worked for Crawford & Company as a Liability Claims Adjuster and Liability Claims Supervisor. She has provided risk management services for self-insured and national accounts.

#### **Education:**

- San Jose State University, BA

### **Theresa Collier, Property Adjuster**

With over 20 years of experience, Ms. Collier is a seasoned Adjuster. She started her path in insurance working with CGU Insurance Company where she handled personal and commercial lines of first party property losses of various complexities and exposures. When she moved on to AON Risk Management, she became a Commercial Claims Specialist and assessed

multi-peril commercial claims including structure, fire, water, weather, mold, theft, and more. She furthered her experience by shifting into homeowner property claims with Allied Nationwide Insurance where she processed high exposure property damage claims including complex coverage issues.

**Education:**

- California State Polytechnic University, Pomona, CA B.S. Degree - Business Administration
- California Design College, Los Angeles, CA; A.A. Degree in Fashion Technology
- Santa Barbara City College, Santa Barbara, CA; A.A. Degree in English
- R.S.A / Cambridge Certification, Specialized certificate for teaching English as a foreign language to adults.
- Adjuster License (Texas) No. 2103634

**Tammy Hunt, Subrogation Supervisor**

Tammy Hunt came to George Hills from the City of Stockton where she worked on criminal and civil litigation cases in the City Attorney's office for 11 years. Her work at the City of Stockton included the handling of the city's subrogation cases—a little more than 1,000 cases at any

given time. She also maintained property, general liability, auto, crime, council bonds, notary public, and numerous other insurance programs for the City. Ms. Hunt is highly knowledgeable and experienced in both public and private sector claims administration and litigation management processes and procedures.

**Education:**

- Humphreys College, AA and BA
- Certified Paralegal
- California Certified Legal Secretary Designation

**Edie Yamamura, Subrogation Specialist**

Ms. Yamamura has over 20 years of experience as a senior adjuster handling claims and litigation. She has a remarkable small claims court win ratio and investigation is her forte. Ms. Yamamura enjoys site visits and working directly with the clients, as well as preparing client employees for testimony and in-person witness statements.

## OPTIONAL SERVICES

### Full In-House Litigation Management

Name and Title	Years of Experience	Role for OUSD
<b>Robert Chalfant, Esq.</b> Litigation Manager	20	Will be the lead for all mediations and settlements and authorizing all settlement decisions for OUSD.
<b>Benjamin Oram, Esq.</b> General Counsel/Litigation Manager	15	Serves as a Litigation Manager for several clients, monitoring counsel, and as a resource to our claims staff.

**Robert Chalfant, Esq., Litigation Manager:** Mr. Chalfant has over 20 years of experience defending public entities and railroads on high profile claims in state and federal courts across California. Mr. Chalfant has been a partner of the firm Cregger & Chalfant since 1993. The majority of his cases involved constitutional law claims brought under 42 U.S.C. Section 1983, and all related state tort claims. He has tried to verdict civil rights cases in both state and federal court and argued appeals on behalf of public entities before both federal and state courts of appeal.

Mr. Chalfant's emphasis is on defending civil rights and police misconduct cases, employment cases, zoning and land use matters, and prisoner litigation. Past cases include officer-involved shootings, unlawful searches and seizures, excessive force, use of tasers, use of restraints, use of canines, failure to protect inmates, deliberate indifference to inmate's serious medical needs, malicious prosecution, substantive and procedural due process, takings, discrimination, sexual harassment, defamation, and cases brought under the ADA. His current practice includes all aspects of litigation, including motion practice, discovery, administrative hearings, arbitrations, mediations, trial, writs, and appeals.

**Benjamin Oram, Esq. General Counsel/Litigation Manager:** Ben serves as George Hills' General Counsel/Litigation Manager and supports Mr. Chalfant. He currently serves as a Litigation Manager for several clients, monitoring counsel, and as a resource to our claims staff.

George Hills' proactive approach is founded on our commitment to the preservation of your assets. Early contact with all involved parties maintains lines of communication and rapport (not only with the insured but also with the claimant); hence, cost-saving opportunities to resolve claims efficiently are more plentiful.

Here is an outline of their role and how it would work for OUSD:

- 1) Serve as Litigation Manager (specifics of the role below)
  - i. Actively manage all watchlist files (parameters of a watchlist to be agreed upon through subsequent discussions)
  - ii. Manage and Supervise all litigated files— claims adjusters will track the non-serious and/or non-active litigated files, with the support of Claims Processor, and report to Robert.
  - iii. Accessible to the entire GH adjuster team to advise and instruct as needed.
- 2) Serve as Outside General and Special Counsel
  - i. Work closely with JPA with confidential analysis and problem-solving for managing risk and avoiding unnecessary litigation.

- ii. Provide immediate access to legal advice to OUSD, which includes analyzing coverage issues, 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.
  - iii. Advise on sensitive and political issues/claims.
- 3) Coverage Counsel Consultation
- i. Review and analysis of memorandums of coverage and excess/umbrella policies to address and offer advice and consultation regarding coverage issues.
  - ii. Advise on potential changes to all coverage documents.
  - iii. Assist the JPA and GH staff in interpretation of coverage issues.
  - iv. Resource to a broker of record for coverage needs.
- 4) Trial/Mediation/Board Meetings Attendance
- i. Attend Board/Executive/Coverage/Claims meetings (as necessary).
  - ii. Attend trials, mediations, and other court hearings, including appearing before Courts of Appeal as needed
  - iii. Provide analysis and consultation before, during, and after these significant litigation events--to reduce exposure and maximize opportunities for resolution.
- 5) Legal Training and Seminars
- i. Provide customized seminars and training upon request—to OUSD staff, brokers, members, and GH staff.
  - ii. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law, and general liability claims.
  - iii. Courses are customized to address the client’s specific needs and to work closely with Safety and Loss staff, Defense firms, and others.

Rates for Optional Legal Service	
Litigation Management	\$125/hour*
Legal Services	\$175/hour*
*These rates are subject to the 3% escalator.	

## 1<sup>ST</sup> PARTY SUBROGATION RECOVERY (OPTIONAL)

George Hills provides subrogation recovery services to many of our academic clients. In 2013, George Hills created a dedicated Subrogation Recovery Unit to handle recovery opportunities for our clients who have requested or contracted with us for subrogation recovery services. A sample list of our academic subrogation claims include:

- Fences
- Buses
- Vehicles
- Vandalism
- Light poles
- Walls
- Signs (monument and other)

### Quick Stats on George Hills' Subrogation Recovery Results

**605** - Average number of subrogation claims George Hills has handled per year for the last five years.  
**91%** - of claims handled result in a Recovery  
**73%** - of claims result in a full recovery (including GH Fees)  
**88%** - of amounts sought for our clients are recovered  
**Average recovery: \$5,077/claim**

George Hills has a dedicated employee with extensive experience in the public entity environment who handles all 1<sup>st</sup> party subrogation matters for our clients who chose this service.

**Below are testimonials from a few of George Hills' subrogation clients:**

### PUBLIC ENTITY

### TESTIMONIAL STATEMENT

**Los Angeles Unified School District (LAUSD)**

"George Hills services are very good. The work is completed on time with knowledge and accuracy within the parameters set by the District.

Risk Management

**Manteca Unified School District**

"George Hills services provided are nearly excellent. Their services demonstrate responsiveness, knowledge and a high degree of accuracy."

Risk Management

**County of Sacramento**

"We have utilized the George Hills Subrogation unit for several years, and simply put - they get results. They have a wealth of knowledge and expertise. Our 1<sup>st</sup> and 3<sup>rd</sup> party claims are always handled promptly and professionally. Partnering with George Hills for subrogation has proven to be a wise decision for our County."

Risk & Loss Control

**City of Oakley**

"The City of Oakley has utilized the services of George Hills Subrogation Team for several years, and we have been very happy with this service and the professional approach that the George Hills Team brings towards the subrogation process. The knowledge and expertise of the George Hills Team has been invaluable for the City of Oakley, and we are very grateful for their great work in resolving our assortment of third-party claims and we are looking to many more years of successful collaboration with the George Hills Team."

Kevin Rohani, Public Works Director/City Engineer

**City of Oakland**

"We have utilized the George Hills Subrogation unit for several years, and they get excellent results. They have a wealth of knowledge and expertise, and their professionalism and prompt attention to our needs is second to none. There's no better service out there that can beat them, and the rates are below the typical rates offered by other vendors. Our third-party claims are always handled promptly and professionally. Our partnership has proven itself to be the best decision for our City."

Human Resources Management/Risk Management Unit

Our standard subrogation fee is 30% of the amount collected. The minimum amount to be paid to George Hills will be \$250 per claim. However, George Hills also has the authority to reject any claim for any reason, dismissing the County of any financial responsibility for rejected claims only.

Generally, no recovery shall be agreed to involving payment plans if the recovery is less than \$5,000 and/or greater than one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to above this amount, 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 County.

If authorized, small claims court appearances for recovery of funds will be priced at \$150 per appearance.

The benefits of George Hills' subrogation recovery:

- High-level expertise of subrogation recovery
- Recover damage to OUSD property, utilities, hazardous materiel cleanup
- Small claims
- Prepare proofs of loss statements
- Claim reporting activity, demand letters, final demand to claimant with suspended license, closing and-or payment transmittal
- Settlements
- File retention
- Development of policy and procedures
- Provide account manager and lead subrogation adjuster

**George Hills' Subrogation Recovery Unit has performed spectacularly, recovering several million dollars on behalf of our clients.**

## LAW ENFORCEMENT SERVICES

George Hills has a law enforcement professional available to assist established and prospective law enforcement agencies with all aspects of public safety and police protection.

**Jamie Lewis, Retired Sacramento County Undersheriff:** Mr. Lewis served more than 30-years with the Sacramento County Sheriff's department in Sacramento California before retiring in March 2016 as the department's 2nd in command. As the Undersheriff, he led the day-to-day operations of the 2,000+ member department that serviced the 944 square miles of unincorporated Sacramento County. Prior to his appointment to the role of Undersheriff, he served almost seven years as the Chief of Corrections for Sacramento County where he oversaw the day-to-day operations of 2-jail facilities with an average daily population of 4,000 inmates as well as the operation of a full-service, county operated Correctional Health division, alternative sentencing program, civil operations and court security.

Prior to appointment to the Sheriff's Executive Staff, Jamie commanded a patrol division that serviced a diverse unincorporated portion of Sacramento with more than 100,000 residents over 20 square miles. In addition to a patrol command, he's held commands in narcotics, air operations and security services,

management positions in special operations, sheriff's staff and supervisory positions in media, investigations, court security and corrections. This breadth of experience has provided opportunities to experience all aspects of professional law enforcement, giving him a unique perspective of the challenges agencies and their municipalities face. Audits of law enforcement policies, procedures, practices and training to advise as to best practices. This includes review of loss data, risk assessment, and recommendations as to best practices.

- Risk identification and mitigation,
- Employee and personnel issues, including background investigations, Workers' Compensation, and Labor Relations;
- Employee discipline;
- Internal Affairs investigations;
- The creation and formation of new police departments;
- Critical Incident Response and Crisis Management;
- Public Information response;
- Review and analysis of high profile, high exposure criminal, administrative and civil claims;
- Training seminars tailored to issues faced by individual agencies.

**Jamie's long and distinguished career has included working with law enforcement agencies across California and helping to solve their most difficult problems.**

## SUMMARY OF FORM CONTRACT EXCEPTIONS TO "SAMPLE OUSD SERVICE CONTRACT"

### Section 17. Testing and Screening

No changes to text of contract requested.

#### Changes Requested by George Hills

George Hills requests a waiver to be "checked" on Exhibit A paragraph 4.

*Rationale: Regarding tuberculosis screening, George Hills will have limited or no contact with students. George Hills' employees do not qualify as "certificated or classified" employees within the meaning of those terms in Ed Code 49406(a)(1)(A) so the TB requirements do not apply. Ed. C. 44252.5; 44830-44929.29; 45101. George Hills' employees are not subject to Ed. Code provisions.*

*Regarding Fingerprinting and criminal background checks, George Hills will have limited or no contact with students and thereby a waiver of this provision is warranted at the time of execution. Ed. C. 45125.1(c)*

### Section 18. Incident/Accident/Mandated Reporting

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR 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.

#### Changes Requested by George Hills

George Hills requests this section be amended as follows:

Added this sentence at the end of Paragraph a. **This Paragraph only applies to VENDORS to the extent that they are on or at any OUSD premises in order to perform work in person pursuant to this Agreement.**

*Rationale: George Hills employees do not perform work on or at OSUD premises. GH need not provide notice of accidents, incidents, or exposure with no connection to OSUD in any manner.*

### Section 19. Coronavirus/COVID-19

Add sentence before subsections c and d.

**"To the extent that VENDOR provides Services in person on or at any OSUD premises,"**

*Rationale: George Hills employees do not perform work on or at OSUD premises. GH need not provide notice of accidents, incidents, or exposure with no connection to OSUD in any manner.*



## GEORGE HILLS' SAMPLE AGREEMENT [DRAFT ONLY]

### CLAIMS ADJUSTING AND ADMINISTRATION SERVICE CONTRACT BETWEEN THE CITY OF OAKLAND AND GEORGE HILLS COMPANY, INC.

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF OAKLAND, 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 John Chaquica, CEO, responsible for contract compliance and terms. Chris Shaffer, Vice President Claims Administration, shall oversee the daily operations.

The company's corporate office is located at P.O. Box 278, Rancho Cordova, California, 95741, telephone, (916) 859-4800.

The OUSD is located public school district with it headquarters located at 1000 Broadway, Suite 300, Oakland, CA 94607, (510) 879-8000.

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

#### **I. 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 II). GH is a Third-Party Claims Administrator handling self-insured claims and is ready to and capable of performing such services. As such, GH may act as a representative of the OUSD when directed for the investigation, adjustment, processing, and evaluation of general liability, motor vehicle, and potential money damage claims or incidents filed by third parties against the OUSD, or against parties for whom the OUSD is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent, or careless acts and/or omissions ("CLAIMS").

For all other claims, OUSD will report to GH monthly only for purposes of input into the claims system to ensure complete and accurate reports are provided to the excess carrier.

#### **II. 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 OUSD Expressed Authority and Limitations form, attached hereto as Exhibit A. OUSD shall determine the scope of services to be provided by GH by signing the the Scope of Services and OUSD Expressed Authority and Limitations for each Contract. The OUSD the Scope of Services and OUSD 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.

#### **III. DENIAL, COMPROMISE, OR SETTLEMENT OF CLAIMS**

It is agreed that OUSD has granted \$ \_\_\_\_\_ 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 OUSD Expressed Scope of Work form. Prior approval to compromise or settle any claim or pay any expense will be obtained from the designated claims officer or employee on matters exceeding the authority granted above.

**IV. 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. OUSD and GH may agree via a separate signed agreement to retain records and/or data for a longer period of time, but in the absence of such separate agreement, GH will remove all data received, held, used, or stored in relation to George Hill's performance pursuant to this contract, from its system after 30 days from termination.

**V. CONFIDENTIALITY**

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.

**VI. CONFLICT OF INTEREST**

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 covenants that it presently knows of no interest, direct or indirect, which would conflict in any manner with the performance of services required under this contract.

**VII. OUSD RESPONSIBILITY**

OUSD agrees to the following:

- 1) OUSD shall cooperate with GH as reasonably necessary for GH to perform its services.
- 2) OUSD agrees to provide direction to GH as requested regarding particular project requirements.
- 3) 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.
- 4) OUSD shall be responsible for reporting to GH all Bodily Injury Claims in addition to all other items noted in Attachment B to this Agreement "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)."
- 5) OUSD shall be responsible for updating GH on any changes to coverage/policy language; including limits, retentions/deductibles and coverage changes by April 30 of each year.
- 6) 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.

**VIII. COMPENSATION, FEES AND EXPENSES**

The following compensation, fees and expenses, shall be paid in consideration for the services provided by GH as described in this Contract at Section II – 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 XIX 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. 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. **Option A1: Time and Expense:** The GH Claims team will charge time to each claim on the basis of 1/10<sup>th</sup> time for based on the task performed. This time and further descriptions shall be stated on each monthly invoice. The current hourly rates are:

Supervisor:	\$115/hour*
Adjuster:	\$90/hour*
Claims Processing:	\$75/hour*

- b. **Option A2: Time and Expense with a Cap of \$\_\_\_\_\_\***. The GH Claims team will charge time to each claim based on 1/10<sup>th</sup> time for the task performed. This time and further descriptions shall be stated on each monthly invoice. Our cumulative billing, however, shall not exceed the annual cap (subject to annual adjustments).The cap is a movable target that should reviewed and potentially adjusted annually (increase or decrease)

*\*Fee options A1 and a2 are subject to the 3% annual escalator*

- c. **Option B: Fixed Fee of \$\_\_\_\_\_**

Fixed Fee	
Year One	\$ _____
Year Two	\$ _____
Year Three	\$ _____
Year Four	\$ _____

Year Five	\$ _____
Total Fixed Fee	\$ _____

**2) Reimbursable Costs and Expenses**

- a. **OneTime (first year only) On-Boarding Fee:** \$ \_\_\_\_\_

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 OUSD setup – bank account, vendors, W-9, etc., and claims triage/assignment.

- b. **Annual Administration Fee:** \$ \_\_\_\_\_

- c. **Mileage – Adjuster:** Mileage is paid at the IRS rate.

- d. **MMSEA:** There is a one-time setup fee of \$150 and a \$250 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 and that actual expenses will be submitted with receipts on a monthly basis.

- f. **CXP Access Fee:** Access to the CMIS is Included in the annual administration fee, it includes the setup and management of up to five (5) 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:** Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is OUSD 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 OUSDs 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 \$ \_\_\_\_\_. 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 five or more claimants, or two or more claimants with their own defense counsel, OUSD shall be billed at the current hourly rate for all services. Catastrophic Fees under this section only apply to OUSDs which have selected a "Fixed Fee" or "Time and Expense with a cap" payment options.
- k. **3% Annual Escalator:** All GH pricing options under this Contract are subject to an automatic annual increase of 3%. This annual increase shall take effect upon each anniversary of the Contract effectiveness date.
- 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:** 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

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 handle subrogation claims with a value of less than \$1000. For any claim in excess of \$1,000, OUSD authorizes GH for to initiate its Subrogation Services as described more fully in Attachment A, Scope of Services and OUSD Expressed Authority and Limitations as well as Attachment A-1, 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 General Counsel 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 OUSDs as follows:

- i. **Litigation Management: \$N/A\* p/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: \$ N/A\* p/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: \$N/A\* p/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: \$N/A\* p/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: \$N/A\* p/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 OUSD's specific needs.
- vi. Professional and Financial Services: \$150/hour  
As related to risk management and loss prevention in alignment with the scope of services.

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

#### **IX. 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 thirty (30) days from the date of the invoice.

#### **X. TERM AND TERMINATION**

The term of this contract shall commence on July 1, 2022 through and including June 30, 2024. Either party may terminate this contract for any reason upon issuing a ninety (90) day written notice to the other party pursuant to section XVIII of this Contract.

Termination for Convenience: OUSD may at any time and for any reason terminate this Agreement upon ninety (90) days written notice to GH pursuant to section XVIII 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 90-day period in connection with the scope of services of this Agreement. Upon such termination, GH shall be entitled to payment from OUSD for services completed and provided through the date of termination, per Section VIII.

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.

#### **XI. FAIR EMPLOYMENT**

It is the policy of GH to provide fair and equal treatment to all staff members. GH is an Equal Opportunity Employer and does not discriminate in any way against any person on the basis of age, race, sex, color, national origin, national ancestry, physical disability, medical condition, mental disability, religion, creed, marital status, sexual orientation, gender identification, gender expression, use of family care leave or any other classification deemed protected by law.

**XII. INDEPENDENT CONTRACTOR**

In performing claims administrative services herein agreed upon, GH, and all GH employees, shall have the status of an independent contractor of the OUSD and shall not be deemed to be an officer, employee, or agent of OUSD.

**XIII. INDEMNIFICATION**

GH will defend, indemnify, and hold harmless OUSD from and against all claims, demands, actions, or causes of action arising directly or indirectly from the negligent action, conduct, or failure to act by GH personnel ("Indemnity Event"), except that indemnity under this section does not apply with respect to any claim, demand, action, or cause of action arising out of the sole negligence or willful misconduct of the OUSD. This right to indemnity shall not cover any claims in which there is a failure to give GH prompt and timely notice, within thirty (30) days of notice received by the OUSD which implicates this provision, but only if and to the extent that such failure materially prejudices the defense of such claims. For an Indemnity Event, the maximum amount recoverable by OUSD against GH for damages and costs (inclusive of attorneys' fees) is limited to the insurance policy limits, of the policy which covers the Indemnity Event held by GH, in place at the time of the Indemnity Event.

OUSD will defend, indemnify, and hold harmless GH, and/or employees of GH, from and against all claims, demands, actions, or causes of action, which may arise, from the action, conduct, or failure to act by OUSD. In any cases subject to this indemnity provision, wherein GH, or any employee of GH, is named in a filed or verified complaint simply by virtue of the fact it is the CLAIMS ADMINISTRATION firm, or an employee thereof, on a given claim, the OUSD will defend GH, and/or its employees, at no cost to GH or its employees.

**XIV. 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) \$1,000,000 per occurrence Commercial General Liability coverage applying to bodily injury, personal injury, and property damage; (2) \$3,000,000 Each Claim/Annual Aggregate Professional Liability coverage; (3) statutory coverage for workers compensation; and (4) fidelity coverage for theft of OUSD property in the amount of \$1,000,000 per loss. GH shall include OUSD as an additional insured under the Commercial General Liability insurance referenced above by endorsement or policy wording.

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

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

**XVI. 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.



**XVII. ARBITRATION**

GH and OUSD agree that in the event of any dispute with regard to the provisions of the Contract, the services rendered or the amount of GH's compensation and the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session. The mediation may continue after the commencement of arbitration if the parties so desire. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

**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.

**XVIII. NOTICES**

All notices to GH shall be sent via certified U.S. Mail, postage prepaid, to the following address:

**GH**  
 George Hills Company  
 Attn: John Chaquica, CEO  
 P.O. Box 278  
 Rancho Cordova, CA 95741.

All notices to the OUSD shall be personally served or mailed, postage prepaid, to the following address:

**OUSD:**  
**Copy to:**

CONTACT  
 DEPARTMENT  
 ADDRESS  
 CITY, STATE ZIP

CONTACT  
 DEPARTMENT  
 ADDRESS  
 CITY, STATE Zip



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.

**XIX. 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 subsection XVIII.

**XX. 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.


**XXI. 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: \_\_\_\_\_  
John E. Chaquica, CEO  
GEORGE HILLS COMPANY INC.

5-26-2022  
\_\_\_\_\_  
Date

BY:   
\_\_\_\_\_  
Gary Yee, President, Board of Education

**OUSD**

## ATTACHMENT A

### SCOPE OF SERVICES AND OUSD EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE CONTRACT

This Attachment A is 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 OUSD Service Profile. Services to be provided by GH on behalf of OUSD 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 OUSD, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new OUSD 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 OUSD’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 OUSD’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 OUSD 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 OUSD to review and discuss the OUSDS' 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 the 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 OUSD 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 handle subrogation claims with a value of less than \$1000. For any claim in excess of \$1,000, 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. OUSD 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 OUSD 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
- GH sends the Rejection
- OUSD sends the Rejection
- GH sends out Denial Letter simultaneously with Rejection outlining the reason

**LITIGATION:**

Check all that apply.

- GH will handle litigated claims
  - Full
  - As assigned
  - 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
- At OUSD request only

**Small Claims Actions filed against OUSD**

- GH always appears
- At OUSD request only

**Legal Counsel**

- GH must have OUSD authorization to refer to outside Legal Counsel
- GH does not need OUSD authorization to refer to outside Legal Counsel
- 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
- GH always sends Litigation Assignment packets to Legal Counsel

- |  |  |
|--|--|
| OUSD specific Litigation Guidelines:           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| OUSD specific Litigation Referral Form/Letter: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| OUSD specific Litigation Budget Form:          | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

**EXCESS REPORTING:**

- 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: \$ \_\_\_\_\_ (specify amount)

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

**Medical Treatment:**

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





## ATTACHMENT A-1

### SUBROGATION AGREEMENT

This Subrogation Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the CITY OF OAKLAND, hereinafter referred to as "OUSD", and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH".

- I. GH does not handle subrogation claims with a value of less than \$1000. For those claims in excess of \$1000, OUSD may, at OUSD's own expense:
  - 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.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
John E. Chaquica, CEO  
GEORGE HILLS COMPANY, INC.

5-26-2022  
\_\_\_\_\_  
Date

BY:   
\_\_\_\_\_  
Gary Yee, President, Board of Education  
OUSD

## 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)  OUSDs Choice

Name

Address

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

2. Trust Balance Desired \$\_\_\_\_\_

3. Account funding: GH will notify OUSD 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 OUSD

GH signers: John Chaquica, CEO; 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 OUSD, or  
 Statement to be balanced by GH with copies to OUSD

## 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**  
**BUSINESS ASSOCIATE AGREEMENT**  
**BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT**  
**AND GEORGE HILLS COMPANY, INC.**

This Business Associate Agreement (“BAA”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the OAKLAND UNIFIED SCHOOL DISTRICT, hereinafter referred to as “OUSD,” and GEORGE HILLS COMPANY, INC., hereinafter referred to as “GH.”

**I. RECITALS**

WHEREAS, on or about referenced above, GH entered into a written contract with OUSD to perform obligations and services related to the handling and administration of general liability claims filed against or with OUSD.

WHEREAS, the obligations of the Contract require that OUSD provide to GH data, documents, and information which may contained protected health information (“PHI”) and/or electronic PHI (“ePHI”) within the definition of the Health Information Portability and Accountability Act (“HIPAA”) related to the general liability claims, for the purpose of administering those claims.

NOW, THEREFORE, in consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

**II. DEFINITIONS**

Catch-all definition:

The following terms used in this AGREEMENT shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean GEORGE HILLS COMPANY.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean OAKLAND UNIFIED SCHOOL DISTRICT.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Pursuant to this agreement GH agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the GH as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the GH as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- (a) Business associate may only use or disclose protected health information for the purposes described in the Contract between GH and OUSD, specifically for the purpose of adjusting and administering the general liability claims filed against OUSD.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add ", except for the specific uses and disclosures set forth below."]
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal and contractual responsibilities of the business

associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data containing PHI and or ePHI to third party entities for storage, security, and/or aggregation services relating to the claims administration services provided by GH.

#### **V. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS**

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **VI. PERMISSIBLE REQUESTS BY COVERED ENTITY**

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

#### **VII. TERM AND TERMINATION**

(a) Term. The Term of this Agreement shall be effective as of DATE and shall terminate on DATE or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal and contractual responsibilities;

Return to covered entity, or destroy, the protected health information that the business associate maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information,



other than as provided for in this Section, for as long as business associate retains the protected health information;

Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and


Return to covered entity, or destroy, the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal and contractual responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
John E. Chaquica, CEO  
GEORGE HILLS COMPANY INC.

5-26-2022  
\_\_\_\_\_  
Date

BY:   
\_\_\_\_\_  
Gary Yee, President, Board of Education  
OAKLAND UNIFIED SCHOOL DISTRICT

*George Hills is a values-based TPA firm.  
We would be honored to be your partner in risk management excellence.*



**GEORGE HILLS**  
*Our minds over your matters.*

<b>Purpose</b>	Protecting and enhancing the assets of our clients.	
<b>Vision</b>	To be California's leading TPA and JPA management company.	
<b>Values</b>	<b>Honesty, Integrity, and Accountability</b>	Inherent in our everyday actions
	<b>Customer Satisfaction</b>	Exceeding expectations is our goal
	<b>Financial Stewardship</b>	Critical to our collective success
	<b>Loyalty and Commitment</b>	Earned through trust between employee and employer
	<b>Continuous Improvement</b>	Encouraged and supported as leaders in the industry
	<b>Resiliency</b>	Turning challenges into positive opportunities

