

# **Schools Risk and Insurance Management Group (SIG)**

**REQUEST FOR PROPOSALS**

**FOR**

**AUTO PHYSICAL DAMAGE, PROPERTY, and LIABILITY  
THIRD PARTY CLAIMS ADMINISTRATIVE SERVICES**

**Date: January 19, 2021**

**PROPOSALS DUE THROUGH ELECTRONIC SUBMISSION ONLY:**

**BY: Tuesday, February 9, 2021, at 4:30 pm**

**SUBMITTED TO: [cindyw@sigauburn.com](mailto:cindyw@sigauburn.com)**

**Schools Insurance Group**

**Attn: Cindy Wilkerson, Executive Director**

**[cindyw@sigauburn.com](mailto:cindyw@sigauburn.com)**

**550 High Street, Suite 201**

**Auburn, CA 95603**

**A. INVITATION AND BACKGROUND**

Schools Risk and Insurance Management Group, also known as Schools Insurance Group or SIG, is a joint powers authority formed in 1979, serving 32 public and charter schools and county offices of education in Placer, Nevada, Sacramento, El Dorado, and Yuba counties. SIG has three separate programs: Workers Compensation, Property/Liability, and Employee Benefits.

SIG is seeking proposals from qualified claims administrative service firms to provide claims administration and statistical reporting services as a third-party administrator (TPA) for auto physical damage, property, and liability claims (referred to in this document as the Claims Program) filed against SIG or its members. The JPA is particularly interested in receiving quotations that provide a multi-year cost guarantee. It is the intent of SIG to enter into a contract for an extended three-year term beginning April 12, 2021, and ending June 30, 2024.

Firms must have experience providing auto physical damage, property, and liability TPA services to public entities, and in particular public schools, and a strong understanding of the requirements of the Tort Claims Act and the immunities available to public schools.

SIG is not liable for any costs incurred to prepare or present a response to this RFP. Responding firms are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the responding firm’s own risk, and they cannot secure relief on the plea of error.

SIG has historically received an average of 120 claims per year. The most recent five years’ totals are as follows:

<b>Five Year Property &amp; Liability Claims Experience</b>					
	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
<b>General Liability</b>	<b>35</b>	<b>36</b>	<b>63</b>	<b>58</b>	<b>41</b>
<b>Property</b>	<b>18</b>	<b>35</b>	<b>22</b>	<b>18</b>	<b>18</b>
<b>Auto Liability</b>	<b>11</b>	<b>22</b>	<b>22</b>	<b>17</b>	<b>21</b>
<b>Auto Physical Damage</b>	<b>43</b>	<b>49</b>	<b>40</b>	<b>26</b>	<b>18</b>
<b>Crime</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Cyber</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total</b>	<b>107</b>	<b>142</b>	<b>147</b>	<b>119</b>	<b>100</b>

SIG is self-insured for claims with self-insured retentions of:

- \$100,000 for Auto Physical Damage,
- \$250,000 for property. SIG obtains excess coverage for property claims through the Schools Program Alliance.
- \$1,000,000 for General/Auto liability. SIG obtains excess coverage for General/Auto Liability claims between \$1,000,000 and \$5,000,000, and is a member of the Schools Excess Liability Fund (SELF) for excess liability coverage of claims above \$5,000,000.
- \$100,000 for Crime
- \$50,000 for Cyber Liability

Loss runs will be sent upon emailed request to [cindyw@sigauburn.com](mailto:cindyw@sigauburn.com).

## **B. QUESTIONS**

All questions related to this Request for Proposal shall be submitted by January 29, 2021, and sent by email to [cindyw@sigauburn.com](mailto:cindyw@sigauburn.com). Contact with other SIG employees during the proposal process is prohibited. Proposers who directly contact SIG employees risk elimination of their proposals from consideration.

## **C. TIMELINE**

January 19, 2021	RFP issued
January 29, 2021	Questions due
February 3, 2021	Answers posted
February 9, 2021	RFP Responses due
Week of February 16, 2021	Selection of finalists, notification
Week of March 1, 2021	Finalist Presentations/Evaluations
March 17, 2021	Executive Committee review/award
April 12, 2021	Contract begins

## **D. SUBMITTAL INSTRUCTIONS: ELECTRONIC SUBMISSION ONLY**

Proposals must be submitted to the SIG by the due date and time indicated on the front of this Request for Proposals and in the table above. Proposals shall be delivered by email to:

Cindy Wilkerson, Executive Director  
[cindyw@sigauburn.com](mailto:cindyw@sigauburn.com)

Proposer shall be responsible for the timely delivery of proposal. Proposals received after the deadline for receipt of proposals shall not be accepted and shall be returned to the Proposer via email unopened unless necessary for identification purposes.

## **E. PROPOSAL CONTENT**

SIG discourages overly lengthy proposals. However, the proposal shall include the following information at a minimum:

1. Proposer's:
  - a. Full Business name
  - b. Name, telephone number, and email address of contact
  - c. Location of offices – please identify which office will be handling SIG's claims
2. Description of the proposer's organization, including:
  - a. Names of principals
  - b. Number of employees
  - c. Number of years in business
  - d. Client base
  - e. Areas of specialization and expertise
3. Describe any prior or ongoing incidents in which it is alleged that the proposer has defaulted or failed to perform which led to termination of the contract. Also, describe any civil or criminal litigation or investigation pending which involves proposer or in which proposer has been judged guilty or liable.
4. Describe proposed approach to the Scope of Work, including procedures, methodologies, measures of effectiveness/benchmarking, organization, and scheduling of tasks to be performed as well as a statement outlining the anticipated involvement of SIG staff.
5. List key personnel who will be handling the claims for SIG. Include a description of the role they will assume in handling SIG's claims, and provide an overview of ongoing training or professional development provided. Please include resumes and current caseloads.
6. List any subconsultants or subcontractors the proposer plans to utilize for handling SIG's claims.
7. Understanding the transition timeline is compressed, provide a detailed plan for assuming handling of existing claims, including contact of parties, review of existing strategies, establishing relationships with defense counsel, and other details that may be part of a successful transition.
8. Provide a detailed plan for a successful transfer of all years (since 1996) of electronic data into the Proposer's claims management system in light of the compressed transition timeline.

9. List three references for whom the proposer has performed similar services of similar scope within the past three years. Include:
  - a. Client name
  - b. Client Address
  - c. Client Contact name
  - d. Contact Phone number
  
10. Proposal, showing all fees, including any additional fees for reports or other ancillary services

## **F. SCOPE OF WORK**

### **1. Program Administration**

Consultant shall:

- 1.1 Provide professional and technical staff to perform Claims Program Administration services. TPA will only utilize expert services or a subcontractor with prior approval from SIG. Caseload total for staff assigned to work with SIG should not exceed 130 including all clients for whom the adjuster may be assigned;
- 1.2 Represent SIG in all matters related to the set-up, investigation, adjustment, processing, negotiation, and resolution of auto physical damage, property, and liability claims against SIG;
- 1.3 Inform SIG of changes or proposed changes in statutes, rules, regulations, and case law affecting its Claims Program;
- 1.4 Assist in the development of policies and procedures relating to the Claims Program;
- 1.5 Provide information and guidance regarding the Claims Program and specified claims;
- 1.6 Provide copies of file correspondence and documentation as requested by SIG;
- 1.7 Inform SIG of problem areas or trends, both potential and perceived, and provide recommendations and/or solutions to address problem areas or trends;
- 1.8 Attend appointments, including but not limited to meetings, settlement or mediation conferences, court appearances, and scene investigations at the request of SIG;

1.9 Provide 24-hour on-call service. This can be accomplished by providing SIG with a 24-hour phone number for key personnel. SIG will utilize the 24-hour, on-call service as necessary to include, but not limited to, responding to an incident scene or emergency;

1.10 Provide access for designated SIG staff to a Claims Management System for purposes to include ongoing electronic claims documentation, reserve setting, providing reports, and claims analysis;

1.11 Cooperate with all audit requests by SIG or other agencies.

## **2. Claims Administration**

Consultant shall:

2.1 Take in and retain claims filed against SIG;

2.2 Create and enter new claim files into the claims management system within 48 hours of receipt of a loss notice from a SIG member;

2.3 Maintain an official file for each claim;

2.4 At the direction of SIG, contact claimants or their attorneys as soon as possible, and no later than within two (2) business days of receipt of a claim and maintain appropriate contact with them until the claim is closed;

2.5 Review the status of claims and assist as directed with setting of adequate reserves on all active cases at least every ninety (90) calendar days;

2.6 Review all claims for exposure and provide first investigative report within thirty (30) calendar days of receipt of claim to SIG's Director, Claims and Loss Prevention;

2.7 Provide narrative reports when recommending rejection or settlement of a claim, when going to trial, or other significant events have or will occur. Reports must be clear and concise;

2.8 Negotiate settlements within authority limits. Funding for the payment of any settlement is specifically excluded from this agreement;

2.9 Report claims in compliance with Medicare, Medicaid, and SCHIP Extension Act (MMSEA) Section 111, or contract with a third part agreeable to SIG to comply with reporting requirements;

2.10 Process payments within authority level within fourteen (14) business days of receipt;

2.11 Review vendors for appropriateness of work and cost-effectiveness;

2.12 Diary dates shall be established to allow for timely completion of required activity and no less frequently than every sixty (60) calendar days. Administrator shall monitor the timely completion of diary notes;

2.13 All correspondence shall be responded to within 48 hours of receipt, unless an immediate response is required;

2.14 Written responses to requests that cannot be emailed, shall be mailed within ten (10) business days of receipt, unless an immediate response is required;

2.15 Identify and notify co-defendants within thirty (30) calendar days of identification;

2.16 Have translators available to assist with non-English speaking claimants.

### **3. Investigations**

Consultant shall:

3.1 Within ten (10) business days of receipt of claim, unless otherwise requested by SIG, take statement of facts from claimants when not represented by an attorney. Statements will be preserved by recording or taking hand-written signed statements;

3.2 Further, investigate claims where the initial review indicates that it is warranted. Further investigation may include, but is not limited to, on-sight investigation, photographs, interviewing witnesses and taking signed or recorded statements, verification of damage or loss, taking measurements, obtaining maps/diagrams from SIG or other sources, obtaining medical releases, police reports, or other records as required;

3.3 If an attorney is involved, direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement;

#### **4. Litigation Management**

Consultant shall:

- 4.1 Monitor defense counsel to ensure quality work, timely communication, accurate billings, and case resolution.
- 4.2 Obtain approval from SIG before agreement of a settlement above authority limit;
- 4.3 Obtain fully executed release on all settlements and dismissals;
- 4.4 Attend Settlement Conferences, mediation or arbitrations as requested;
- 4.5 Assist the SIG attorney and defense counsel in preparing and/or answering discovery as requested;

#### **5. Subrogation**

Consultant shall:

- 5.1 Place the tortfeasor on notice of SIG's subrogation rights; and
- 5.2 Work with SIG and designated legal counsel to recover monies spent on claims for which SIG has the right to be reimbursed;

#### **6. Statistical Reports**

Consultant shall:

- 6.1 Provide specified standard loss reports as agreed upon;
- 6.2 Provide special reports as needed by SIG;
- 6.3 Record all claims in a Claims Management System or Risk Management Information System, to which SIG designated personnel will be granted access. Claims records must contain all pertinent claim information, including but not limited to claim number, date of loss, date of claim, claimant name and address, location of loss, description of incident, loss reserves, loss payments, and expense reserves;



## **7. Excess Insurance Reporting**

Consultant shall:

7.1 Report to any excess insurance carrier(s) in accordance with policy provisions. SIG will provide the names and addresses of excess insurance carriers;

7.2 Comply with any excess carrier claims administration requirements or procedures;

## **8. Accounting of Claims Trust Fund**

Consultant shall:

7.1 Maintain the trust fund from which claims are paid, issuing claims checks, reconciling monthly statements and providing information to SIG's Chief Fiscal Officer;

7.2 Provide a monthly check register of all transactions;

7.3. Deposit funds from excess carriers or subrogation recoveries

## **G. FEES**

1. Service firms are required to provide a comprehensive fee schedule to provide the Claims Program services to SIG as described in the Scope of Work.

## **H. CONTRACT AND OTHER REQUIRED DOCUMENTS**

Within ten (10) calendar days of the date of issuance by the SIG of the Notice of Award, the selected consultant shall submit the following documents to SIG:

1. An Independent Contractor Services Agreement executed in duplicate by the selected consultant. (A sample agreement is attached to this Request for Proposals, and its terms and conditions are incorporated by reference).
2. Evidence of the required insurance coverage and required endorsements.
3. A valid business license application and fee if consultant does not already possess such license.
4. A completed Internal Revenue Form W-9.

Failure of the selected consultant to make a timely submission to SIG may result in a rescission of acceptance of the proposal by SIG and an award of contract to another proposer.

**I. DISCLAIMERS**

This Request for Proposal does not commit SIG to award a contract or to pay any costs incurred in the preparation of a proposal to the Request.

SIG reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the Request.

SIG may require proposer to submit additional data or information SIG deems necessary to substantiate the costs presented by the proposer. SIG may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

SIG reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept.

**J. MINIMUM REQUIREMENTS**

1. TPA must have a current insurance license issued by the California Department of Insurance. A copy of license is to be provided with response.
2. Bidder must have at least Five (5) years claims handling experience specifically handling Property & Liability claims for a public entity, public school district, or joint powers authority serving either.
3. No prior history of corrective action with the California Department of Insurance.

**K. EVALUATION OF PROPOSALS**

Proposals will be evaluated by a committee. Points will be assigned based on the proposer’s effectiveness and efficiency in supporting each item being rated.

<b>Criteria</b>	<b>Possible Points</b>
Adherence to requirements of this RFP	10
Depth of proposer’s experience	20
Approach to claim management	20
Depth of experience of proposed team	15
Approach to claims reporting	10
Approach to meeting Medicare Secondary Payor requirements	5
Ability to meet established time schedules	5
Cost	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## **L. Proposed Contract Template**

SIG intends that the contract template that follows will, in substantial form, be the agreement entered into with the selected firm, but reserves the right to modify the agreement as necessary.

## **M. Declarations**

By submitting a proposal, each proposer declares and warrants that:

- a. The offeror has read and agrees to comply with the requirements in this RFP.
- b. The offeror's response accurately describes the services and deliverables being offered.
- c. The offeror will sign or has stated exceptions for discussion as to the contract template and exhibits.
- d. The offeror can meet all insurance requirements or has stated exceptions for discussion.
- e. The offeror's response is not confidential and will be held open until at least March 24, 2021.
- f. No elected or appointed official, officer, or employee of SIG or its member cities has been or will be compensated, directly or indirectly, in connection with this contract or any work performed thereunder.
- g. All conflicts of interest that may precede or arise from awarding this contract (actual or perceived) have been disclosed in the response. The proposer has further disclosed any business in which proposer has a financial interest. If such financial interest results in income stemming from a contract or other working relationship with SIG member members involved in providing SIG services (expressly including third-party claims administrators providing services to SIG members), proposer must agree to provide periodic reports, upon request, of such income in full disclosure of any financial gain realized directly or indirectly from the SIG-related business relationships.

**SCHOOLS INSURANCE GROUP  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

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This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into effective \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the Schools Insurance Group (“District”) and \_\_\_\_\_ (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”):

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2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** This Agreement shall begin on \_\_\_\_\_, 20\_\_, and shall terminate upon completion of the Services, but no later than \_\_\_\_\_ (“Term”), except as otherwise stated in Section 4 below. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if: (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rate of \$[\_\_\_\_\_] per [\_\_\_\_\_] for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Contractor shall not exceed \$[\_\_\_\_\_].

Any work performed by Contractor in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

5.1 [**Optional provision**] **Reimbursement for Certain Expenses.** District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor's total reimbursement for Reimbursable Expenses shall not exceed \$\_\_\_\_\_, which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

"Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is

furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate); if Sexual Abuse/Molestation coverage is provided on a claims made basis, any coverage retroactive date shall be no later than the inception date of this contract. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement at least as broad as ISO form CG2026 0704 stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to

District the following:

A.  Contractor and the Contractor Parties will **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

C.  (Required only if Box 11.B is checked.) All of the Contractor and Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor and Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the representations set forth above, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements set forth in this Section 11 have been satisfied and District determines whether any contact is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties will **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach. **At all times, while engaged in Services and in-person Services are required, Contractor and its subcontractors must comply with all federal, state, and local public health orders, including but not limited to orders of the local County Health Officer, related to COVID-19 or other public health emergencies.**

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons



under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **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 and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

28. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

29. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

30. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

\* \* \* \* \*

**DISTRICT:**

**CONTRACTOR:**

**SCHOOLS INSURANCE GROUP**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for District Notices:

Address for Contractor Notices:

\_\_\_\_\_  
\_\_\_\_\_  
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