



EXECUTIVE COMMITTEE

SPECIAL MEETING AGENDA

Schools Insurance Group
550 High Street
Auburn, California
530-823-9582

Wednesday, April 21, 2021

10:00 am

[Join Zoom](#)

Meeting ID: 811 5489 4336 Passcode: 911046

A. Administration

- 1. Roll Call – Quorum**
- 2. Approval of the April 21, 2021, Executive Committee Special Meeting Agenda**
- 3. Public Comments**

This time is scheduled for comments from members of the public concerning subjects that do not specifically appear as items elsewhere on the Agenda.

B. Consent Agenda

- 1. Approval of Minutes**
 - a. March 17, 2021 Executive Committee Minutes
- 2. Ratification of Contracts**
 - a. George Hills Company
 - b. ABD Insurance Services
- 3. 2020-2021 Safety Credit Criteria – Revised 4-2021**
- 4. Broker of Record assignment letters to ABD Insurance Services**

C. Adjourn into Closed Session

1. Government Code Section 54957: Public Employee**Appointment/Employment: Risk/Safety Coordinator****Attachments:** 2020-2021 Salary Schedule**Handouts:** Risk/Safety Coordinator job description, Candidate's resume, Updated SIG org chart**Recommendation:** Approve the preferred candidate to be appointed to the position of Risk/Safety Coordinator**2. Government Code Section 54957: Public Employee****Appointment/Employment: Administrative Assistant****Attachments:** 2020-2021 Salary Schedule**Handouts:** Administrative Assistant job description, Candidate's resume, Updated SIG org chart**Recommendation:** Approve the preferred candidate to be appointed to the position of Administrative Assistant

D. Reconvene into Open Session

The President will report any action taken in closed session

E. Action Items

1. Public Employee Appointment/Employment: Risk/Safety Coordinator**Attachments:** 2020-2021 Salary Schedule**Recommendation:** Appoint the recommended candidate to the position of Risk/Safety Coordinator**2. Public Employee Appointment/Employment: Administrative Assistant****Attachments:** 2020-2021 Salary Schedule**Recommendation:** Appoint the recommended candidate to the position of Administrative Assistant

F. Closing Remarks and Adjournment



**Executive Committee Special
Meeting April 21, 2021**

B. CONSENT AGENDA

1. Approval of Minutes

- a. March 17, 2021 Executive Committee Minutes

2. Ratification of Contracts

- a. George Hills Company
- b. ABD Insurance Services

3. 2020-2021 Safety Credit Criteria – Revised 4-2021

4. Broker of Record Assignment letters to ABD Insurance Services



UNAPPROVED

Executive Committee Meeting
Wednesday, March 17, 2021
9:00 AM—Noon

A. ADMINISTRATION

1. Roll Call – Meeting called to order at 9:03am with a Quorum (8)
Quorum present – 8
Absent – 1

Executive Committee Members Present:

Martin Fregoso, President, PCOE;
Audrey Kilpatrick, Vice President, Western Placer Unified School District
Joe Landon, Secretary / Treasurer, Roseville Jt. Union High School District
Scott Bentley, Auburn Union School District;
Carolyn Cramer, Clear Creek Elementary School District;
Brad Tooker, Dry Creek Joint Elementary School District;
Scott Lay, NCSOS;
Rusty Clark, Pleasant Ridge School District; *joined at 10:14 a.m.*
Barbara Patterson, Rocklin Unified School District
Tina Base, EBRC Co-Chair;
Carol Fling, EBRC Co-Chair

Staff Present:

Cindy Wilkerson, Executive Director
Nancy Mosier, Chief Fiscal Officer
Jaxine Anderson, Return-to-Work Coordinator
Melissa Gianopulos, Benefits Administrator
Gabrielle Daniel, Director, Claims and Loss Prevention
Amy Gonnella, Member Services & Wellness Manager
Kelley Henry, Accounting/Benefit Eligibility
Tuesday Taylor, Administrative Analyst

Consultants and Guests Present:

Lynn Cavalcanti, AIMS
Stacey Horban, AIMS
Dominic Russo, AIMS
Mike Harrington, Alliant

Dan Madej, Alliant
Carol Wells, AmWINS
Jessica Athanacio, Arthur J. Gallagher & Co
Bruce Caldwell, Arthur J. Gallagher & Co
Tracie Haidle, Arthur J. Gallagher & Co
Donna Huey-Arroyo, Arthur J. Gallagher & Co
Brian Hutchens, Arthur J. Gallagher & Co
Mike Harrington, Bickmore
Gail Blagg, Woodruff Sawyer
Bernard Sarmiento, Woodruff Sawyer
Ira Clary, Lenahan, Lee, Slater & Pearse LLP
Hilary McLaughlin, McLaughlin & Coffinberry LLP

2. Approval of the Agenda

Motion by Scott Lay and seconded by Audrey Kilpatrick. Motion passed with 8 voting yes.

3. Public Comments - none

B. CONSENT AGENDA

1. Approval of Minutes

MOTION: Approve the Executive Committee meeting minutes of February 10, 2021, Employee Benefit Review Committee meeting minutes of February 9, 2021, Finance Subcommittee meeting minutes of January 7, 2021, Administrative Subcommittee meeting minutes of January 6, 2021 and February 26, 2021 – Motion by Audrey Kilpatrick and seconded by Brad Tooker.

Yes: 8

No: 0

Final Resolution: Motion carried.

2. Approval of Payments

MOTION: Approve the February 2021 warrants as presented – Motion by Audrey Kilpatrick and seconded by Brad Tooker.

Yes: 8

No: 0

Final Resolution: Motion carried.

3. Accept Monthly Account Statement and Buy & Sell Transactions

MOTION: Approve the February 2021 PFM report as presented – Motion by

Audrey Kilpatrick and seconded by Brad Tooker.

Yes: 8

No: 0

Final Resolution: Motion carried.

4. Acceptance of Placer County Treasurer's Report

MOTION: Approve the February 2021 monthly report as presented – Motion by Audrey Kilpatrick and seconded by Brad Tooker.

Yes: 8

No: 0

Final Resolution: Motion carried.

5. Acceptance of HR Hotline Activity Report

MOTION: Approve the report through February 2021 as presented – Motion by Audrey Kilpatrick and seconded by Brad Tooker.

Yes: 8

No: 0

Final Resolution: Motion carried.

6. Contract Ratification

MOTION: Approve the Prudential Financial Services, Farmer Curtis Legal Services Agreement, SIG PublicSchoolWORKS User Agreement, Kaiser POPPs/Respirator Fitting, and WeTip 2021-2022 contracts as presented – Motion by Audrey Kilpatrick and seconded by Brad Tooker.

Yes: 8

No: 0

Final Resolution: Motion carried.

C. ACTION ITEMS

1. Executive Committee Nominations for 2021-2023 Executive Committee Positions

MOTION: Make and approve nominations for Executive Committee members to the Executive Committee and forward to the Joint Powers Board for the election process – Motion by Scott Lay and seconded by Joe Landon.

Yes: 8

No: 0

Final Resolution: Motion carried.

2. Executive Committee Nominations for 2021-2022 Officers: President, Vice President, and Secretary/Treasurer

MOTION: Make and approve nominations for officer positions and send to the Joint Powers Board to be included in officer elections occurring March 24, 2021– Motion by Scott Lay to approve and seconded by Scott Bentley.

Yes: 8

No: 0

Final Resolution: Motion carried.

3. Finance Subcommittee Recommendations

MOTION: Approve Finance Subcommittee recommendation for a (1) General Liability experience modification, (2) HMO medical plan office visit copay increases to \$25 per visit for Kaiser, Sutter Health Plus and Western Health Advantage, and (3) a matched rate buy down across all carrier plans to be implemented for the 2021-2022 program year, (4) Blue Shield blended renewal increase and (5) Workers Compensation Rate credit of 0.25 for each member – Motion by Joe Landon and seconded by Audrey Kilpatrick.

Yes: 8

No: 0

Final Resolution: Motion carried.

4. Medical Plan Renewal Rates for 2021-2022:

Blue Shield

Kaiser/Kaiser Senior Advantage HMO

Sutter Health Plus

Western Health Advantage

MOTION: Review and accept the proposed Medical Plan Rates for 2021-2022 as a recommendation to the Joint Powers Board for approval – Motion by Audrey Kilpatrick and seconded by Scott Bentley.

Yes: 8

No: 0

Final Resolution: Motion carried.

5. Dental and Vision Self-Insured Program Rates for 2021-2022

MOTION: Review and accept the proposed Dental and Vision Self- Insured Program Rates for 2021-2022 as a recommendation to the Joint Powers Board for approval – Motion by Audrey Kilpatrick and seconded by Brad Tooker.

Yes: 8

No: 0

Final Resolution: Motion carried.

6. Life Insurance and AD&D Rates for 2021-2022

MOTION: Review and accept the proposed Life Insurance and AD&D Program Rates for 2021-2022 as a recommendation to the Joint Powers Board for approval – Motion by Audrey Kilpatrick and seconded by Scott Bentley.

Yes: 8

No: 0

Final Resolution: Motion carried.

7. Workers Compensation Rates for 2021-2022

MOTION: Review and accept the proposed Workers Compensation rate for 2020-2022 as a recommendation to the Joint Powers Board for approval – Motion by Brad Tooker and seconded by Scott Lay.

Yes: 8

No: 0

Final Resolution: Motion carried.

8. Award of Contract: Workers Compensation Retail Broker, General Liability Retail Broker and Risk Management Services Contract

MOTION: Award a three-year contract for Workers Compensation Retail Broker, General Liability Retail Broker, and Risk Management Services to ABD – Motion by Scott Bentley to approve and seconded by Audrey Kilpatrick.

Yes: 8

No: 0

Abstain: 1

Final Resolution: Motion carried.

9. Award of Contract: Property-Auto Physical Damage-Liability Third Party Claims Administration Contract

MOTION: Award a three-year contract for Property-Auto Physical Damage-Liability Third Party Claims Administration services to George Hills – Motion by Joe Landon and seconded by Audrey Kilpatrick.

Yes: 9

No: 0

Final Resolution: Motion carried.

10. 2020-2021 Preliminary Budget

MOTION: Approve the SIG Budgets (Employee Benefit Trust Fund; Workers' Compensation Fund; Property Casualty Fund; and the Building Fund) for 2021-2022 as a recommendation to the Joint Powers Board for approval – Motion by Scott Lay and seconded by Barbara Patterson.

Yes: 9

No: 0

Final Resolution: Motion carried.

11. Property/Liability Claims Trust Account with Tri-Counties Bank - Authorized Signers

MOTION: Approve the authorized signers for SIG's Property/Liability Claims Trust Account with Tri-Counties Bank as a recommendation to the Joint Powers Board for approval – Motion by Brad Tooker and seconded by Audrey Kilpatrick.

Yes: 9

No: 0

Final Resolution: Motion carried.

12. Claims Denial Appeal: Rocklin USD

MOTION: Discuss and determine action related to the non-payment of claim S19/89.

Final Resolution: No action

13. 2020-2021 Auto Physical Damage Coverage

MOTION: Approve the 2020-2021 Auto Physical Damage Coverage document (APDC) for self-insured layers of auto physical damage coverage and the SPA Auto Physical Damage Policy for excess coverage as a recommendation to the Joint Powers Board for approval – Motion by Scott Bentley and seconded by Joe Landon.

Yes: 9

No: 0

Final Resolution: Motion carried.

14. SIG Staffing

MOTION: Discuss and approve the new job description for a Risk/Safety Coordinator and the revised job description for an Administrative Assistant – Motion by Scott Bentley and seconded by Brad Tooker.

Yes: 9

No: 0

Final Resolution: Motion carried.

D. INFORMATION/DISCUSSION ITEMS

(No action will be taken on these items. They are for discussion purposed only.)

1. Committee Reports

- EBRC
 - Carol Fling provided an overview of the items discussed during the most recent EBRC meeting.

- Finance Subcommittee
 - Discussed during action items
- Administrative Subcommittee
 - Discussed during action items

2. Program Updates

- Employee Benefits
 - Open Enrollment timeline

- Wellness
 - Amy reviewed the EAP program and Grokker's Mindful March program.
 - New ways to receive counseling: phone, video, and chat
 - Prudential Pathways – Estate Planning in April

- Property & Liability
 - SPA marketplace update

- Workers Compensation
 - Gabbi reviewed Workers Compensation claims trends with the Committee

3. Strategic Plan Status/Timeline

- Captive – update in June
- Website/Social Media
 - Create your new login and password for the member portal on the new [SIG website](#)

- Planning Session
 - The majority of the committee will be available on September 23-24, 2021

4. Draft Agenda for the Joint Powers Board Meeting March 24, 2021

5. COVID-19 Discussion

- Nothing to discuss

Meeting adjourned to Closed Session at 11:57 a.m.

E. Closed Session

Began at 11:57am

Returned to Open Session at 12:31 p.m.

F. Open Session

President Martin Fregoso reported that the Committee granted settlement authority for the following WC and Liability claims:

1. Workers Compensation Claims Settlement Approval

<u>District</u>	<u>Claim Number(s)</u>
Lake Tahoe USD	001099SIG
Eureka Union School District	002561SIG
Eureka Union School District	003340SIG, SIBU281645, 003623SIG, 004566SIG

2. Property/Liability Claims Settlement Approval

<u>District</u>	<u>Claim Number(s)</u>
Roseville Joint UHSD	S170011

G. Closing Remarks and Adjournment

Motion to adjourn by Audrey Kilpatrick and seconded by Scott Bentley.

Meeting adjourned at 12:33 p.m.

**SCHOOLS RISK AND INSURANCE MANAGEMENT GROUP
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into effective April 12, 2021 (the “Effective Date”), by and between the **Schools Risk and Insurance Management Group** (“SIG”) and **George Hills Company, Inc.** (“Contractor” and together with SIG, the “Parties”).

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

Contractor will provide to SIG services of a general liability claims third party administrator including claims adjusting and litigation management for SIG’s self-insured pooled liability program including claims arising out of general liability, automobile liability, public officials’ errors and omissions, and primary employment practices liability. See Schedule of Services (Attachment A) which is attached hereto and incorporated herein.

2. **Contractor Qualifications.** Contractor represents and warrants to SIG 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 April 12, 2021, and shall terminate upon completion of the Services, but no later than April 12, 2024, (“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 SIG Executive Director or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties pursuant to Section 4 herein. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by SIG, SIG shall be under no further obligation to Contractor, monetarily or otherwise, and SIG may proceed with the work in any manner SIG deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving one hundred twenty (120) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, SIG 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 SIG to potential liability or may cause an increase in SIG’s insurance premiums; (3) Contractor is adjudged 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. **Reimbursement for Certain Expenses.** District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor’s total reimbursement for Reimbursable Expenses shall not exceed

\$6,000, 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 SIG and its agents, representatives, officers, consultants, employees, Board of Directors, members of the Board of Directors (collectively, the "SIG 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 negligent act, error, omission, 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 SIG or the SIG 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 SIG by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SIG alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

In any case or claim wherein Contractor or Contractor Parties are named in a filed or verified complaint solely because Consultant is the claims administration firm on a given claim, SIG will defend, indemnify, and hold harmless Contractor, to the same extent and for the same reasons as described in the immediately preceding paragraph of this Agreement, from and against all claims, demands, actions, or causes of action, which may arise, from the negligent actions or omissions of any of the SIG Parties.

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, SIG 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 SIG. Furthermore, SIG 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 SIG and subject to SIG'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. 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 SIG. All insurance policies shall include an endorsement at least as broad as ISO form CG2026 0704 stating that SIG and SIG 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 SIG. If such a notice is not given or even if SIG receives a notice, SIG 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 SIG and shall waive all rights of subrogation against SIG and/or the SIG Parties. A copy of the declarations page of Contractor's insurance policies may be attached to this Agreement as proof of insurance.

In the event Contractor receives notice of cancellation from an insurer of any of the insurance required under this agreement, Contractor will provide SIG written notice of such pending cancellation within five (5) business days of receipt of such notice from the insurer. Contractor shall use all reasonable efforts to remedy the cause of such cancellation notice, or will find replacement insurance meeting the requirements of this agreement, and shall provide SIG with written notice that such cancellation has been rescinded, or shall provide a new Certificate of Insurance and additional insured endorsement evidencing the replacement insurance, prior to the date the pending cancellation was to become effective, such that no lapse in the required insurance shall occur.

9. Independent Contractor Status. The Parties agree that Contractor is free from the control and direction of SIG in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for SIG, which are outside the usual course of SIG'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 SIG, and are not entitled to benefits of any kind or nature normally provided to employees of SIG and/or to which SIG's employees are normally entitled.

10. Taxes. All payments made by SIG to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SIG 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 SIG the following:

A. ■ Contractor and the Contractor Parties will **only have limited or no contact** (as determined by SIG) with SIG students at all times during the Term of this Agreement, and as such, is not

obligated to comply with the fingerprinting requirements of Education Code section 45125.1.

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

C. N/A (Required only if Box 11.B is checked.) All of the Contractor and Contractor Parties noted above, at no cost to SIG, 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 SIG and prohibit any new personnel from having any contact with SIG students until the fingerprinting and background check requirements set forth in this Section 11 have been satisfied and SIG 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 SIG the following:

A. Contractor and Contractor Parties will **only have limited or no contact** (as determined by SIG) with SIG students at all times during the Term of this Agreement. The Contractor and Contractor Parties are neither "certificated" nor "classified" employees under the Education Code, and therefore need not comply with the tuberculosis certification requirements of Education Code section 49406.

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

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 SIG 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 SIG students until the TB certification requirements have been satisfied and SIG 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 SIG, 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 SIG all educational records related to the

Services provided to any SIG 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 SIG. 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 SIG.

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 SIG.** Notwithstanding anything stated herein to the contrary, SIG 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 SIG 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.

SIG:

CONTRACTOR:

**SCHOOLS RISK AND
INSURANCE MANAGEMENT GROUP**

GEORGE HILLS COMPANY, INC.

By: 
Name: Cynthia M. Wilkerson
Title: Executive Director

By: 
Name: John Chaquica
Title: Chief Executive Officer

Address for SIG Notices:

Address for Contractor Notices:

550 High Street, Suite 201
Auburn, CA 95603

PO Box 278
Ranch Cordova, CA 95741

ATTACHMENT A

SCOPE OF SERVICES AND SIG EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE AGREEMENT

This Attachment A is intended to provide the scope of services and specific service expectations in the Service Agreement, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our Client Service Profile. Services to be provided by Contractor on behalf of SIG may include all or some of the following.

I. SERVICES INCLUDED IN THE AGREEMENT

A. General Administrative Services

Throughout each year Contractor performs numerous functions which support claims administration on behalf of the SIG, 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 Agreement:

- 1) Access to Content Management Interoperability Services ("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 and documents (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 SIG.
- 8) Discussion and agreement on the Approval process.
- 9) Process checks weekly.
- 10) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
- 11) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
- 12) Submit monthly check registers of all transactions made for the period.
- 13) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need).
- 14) Monthly bank reconciliation (prepared and sent to SIG).
- 15) Special reports that requested to go with billing invoices (by member, claim type, etc.).
- 16) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).
- 17) Certificates of insurance as required by the Agreement.

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 SIG losses but not to include extraordinary investigative services outside the expertise of Contractor.

- 3) In the event SIG or other agency conducts any investigation, and upon SIG's request, Contractor 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 SIG at the direction of the SIG'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 SIG 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 SIG when SIG 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 SIG 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, Contractor 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 SIG that litigation has been filed on an open claim, Contractor shall follow the litigation referral process as outlined in the SIG Expressed Scope of Work Instructions form.
- 2) Work cooperatively with SIG 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 SIG, attend mandatory settlement conferences on behalf of SIG.

- 8) Appear on behalf of SIG in small claims actions filed against SIG on open claims handled by Contractor.
- 9) Review and evaluate case evaluations, correspondence and status reports forwarded to Contractor 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 SIG.

E. Reports and Procedures

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, Contractor will provide SIG 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, Contractor 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 Contractor in connection with this Agreement shall be SIG's property and constitute the Contractor'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 SIG is the property of Contractor. Additional copies of original reports, documents, and data requested by SIG will be at SIG's expense in accordance with this Agreement.
- 3) Contractor agrees that SIG have access and the right to audit and reproduce any of the Contractor's relevant records to ensure that the SIG is receiving all services to which the SIG is entitled under this Contract or for any purpose relating to the Agreement.

F. Data

- 1) Utilize Contractor's claims management system—CXP (ClaimsXpress).
- 2) Record all claim information including all financial data.
- 3) Provide SIG and broker Read only on-line access to the claims data system (up to five users), if desired by SIG.
- 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 SIG 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 SIG.

G. Claim Review Meetings

Contractor shall, on a mutually agreed periodic basis, meet with SIG to review and discuss the SIG's claims inventory and claims results of specified periods and delivery of services by Contractor.

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 SIG.
- 2) Maintain a copy of all checks drawn by the Contractor 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 Contractor SIG Expressed Scope of Work Standards and Instruction Form.
- 6) Contractor will provide monthly bank reconciliation reports to SIG for audit purposes.

I. Third Party Subrogation Services

- 1) Contractor 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 Agreement, Contractor will perform the following functions:
- 2) Identify potential opportunities to recover from persons, businesses, and entities other than the SIG.
- 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 SIG
- 6) Manage litigation related to such claims made to other person, businesses or entities

J. First Party Subrogation Services

Contractor 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 SIG. Contractor does not handle subrogation claims with a value of less than \$1000. For any claim in excess of \$1,000, SIG authorizes Contractor for to initiate its Subrogation Services as described more fully in Attachment A-1. Our services are unique to a first party loss of the SIG caused by the intentional or negligent act of a third party.

II. SIG EXPRESSED AUTHORITY AND LIMITATIONS

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

<p>INVESTIGATION:</p> <p><input type="checkbox"/> Contractor will conduct all investigations</p> <p><input type="checkbox"/> SIG will conduct all investigations</p> <p><input checked="" type="checkbox"/> SIG will direct Contractor on each claim as to who performs investigations</p> <p><i>In the event the SIG or other agency conducts any investigation, Contractor shall review for completeness.</i></p> <p>Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):</p> <p><input type="checkbox"/> Must be preauthorized by SIG</p> <p><input checked="" type="checkbox"/> Does not need preauthorization</p>
<p>REJECTION OF CLAIMS:</p> <p>SIGs position regarding rejections (<i>e.g., if entity so dictates, a claim will be rejected for insufficiency</i>). Check all that apply.</p> <p>Protocols for Rejections</p> <p><input checked="" type="checkbox"/> Contractor needs authorization</p> <p><input type="checkbox"/> Contractor does not need authorization</p> <p><input type="checkbox"/> Contractor sends the rejection</p> <p><input checked="" type="checkbox"/> SIG sends the rejection</p> <p><input type="checkbox"/> Contractor sends out Denial Letter simultaneously with Rejection outlining the reason</p>

LITIGATION:

Check all that apply.

 Contractor will handle litigated claims Full As assigned Check Issuance and Data Input Data Input only SIG will handle litigated claims inhouse, with Contractor to capture data into SIMS SIG will send data to Contractor weekly SIG will send data to Contractor monthly

Mandatory Settlement Conferences

 Contractor always attends At SIG request only

Small Claims Actions filed against SIG

 Contractor always appears At SIG request only

Legal Counsel

 Contractor must have SIG authorization to refer to outside Legal Counsel Contractor does not need SIG authorization to refer to outside Legal Counsel Contractor must use SIG approved Legal Panel for Attorney selection SIG does not have an approved Legal Panel for Attorney selection All Litigation to be handled by SIG inhouse Legal Contractor always sends Litigation Assignment packets to Legal CounselSIG specific Litigation Guidelines: Yes NoSIG specific Litigation Referral Form/Letter: Yes NoSIG specific Litigation Budget Form: Yes NoPay fees for Experts, photocopies, medical records as: Expense Legal**EXCESS REPORTING:** Contractor 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. SIG 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:** \$150,000.00

Adjuster must seek approval from (SIG 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 SIG.

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

CLAIMS EXCEEDING SIR:

- Contractor stops tracking activity once the SIR has been reached.
- Contractor will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide Contractor with activity documentation above the SIR.
- Contractor will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

- Contractor is authorized to initiate third party subrogation claims on behalf of SIG
- Contractor must obtain authorization to initiate third party subrogation claims on behalf of SIG.

FIRST PARTY SUBROGATION SERVICES:

- SIG elects to incorporate the first party subrogation services of Contractor into the Agreement
- SIG authorizes Contractor to initiate first party subrogation claims on behalf of SIG

SIG agrees to the additional compensation payable to Contractor for its first party subrogation services as follows:

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

SIG agrees to the terms and conditions stated in Attachment A-1, Subrogation Services.

4/12/21
Date

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

4/12/2021
Date

BY: *Cynthia M. Wiles*
NAME, TITLE
SCHOOLS INSURANCE GROUP
Executive Director

ATTACHMENT A-1

SUBROGATION AGREEMENT

This Subrogation Agreement is made and entered into this 12th day of April, 2021 by and between the SCHOOLS INSURANCE GROUP, hereinafter referred to as "SIG", and GEORGE HILLS COMPANY, INC., hereinafter referred to as "Contractor".

- I. Contractor does not handle subrogation claims with a value of less than \$1000. For those claims in excess of \$1000, SIG may, at SIG's own expense:
 - a. Authorize Contractor to act as a representative of SIG 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 Contractor 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 SIG. Upon determination by the attorney that a civil action is in the best interest of SIG, Contractor will notify SIG and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney.
 - c. While Contractor is handling a subrogation claim for SIG pursuant to the terms of this Agreement, the institution of a civil action is determined by SIG to be the best course of action, SIG may elect to do so at SIG's own expense.
 - i. Recall the claim to SIG's control so that SIG may pursue recovery in a manner to be determined by the SIG's attorney to be in the best interest of the SIG.
 - ii. In the event SIG recalls the claim as indicated above, SIG shall be responsible for payment to Contractor for any and all time and expense incurred by Contractor's subrogation claim adjuster and/or other subrogation division staff up to the time wherein the claim has been recalled by SIG.
- II. SIG will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained. The minimum amount to be paid to Contractor will be \$250 per claim upon recovery. However, Contractor has the authority to reject any claim for any reason, relieving SIG 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 SIG upon the entry of the payment agreement. Contractor 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 Contractor 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 SIG. 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. Contractor reserves the right to cease working on any claim whereas information has not been made available to Contractor within 120 days after Contractor has submitted the information and/or documentation request to SIG, 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 Agreement is terminated prior to recovery or other closure of any claim, the SIG shall pay Contractor 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 Contractor. Contractor 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. Nothing in this Agreement is intended to conflict with any provision, term, or condition or the original underlying Agreement.
- c. **Integration.**
This Agreement, and all related documents referred to in this Agreement, constitute the entire Agreement between the parties. There are no oral agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.
- d. **Third-Party Rights.**
Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.
- e. **Severability.**
If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.
- f. **Waivers.**
No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.
- g. **Counterparts.**
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this

Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Purchaser.

h. Authority of Parties.

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

i. Governing Law.

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

4/12/21
Date

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

4/12/2021
Date

BY: 
NAME, TITLE
SCHOOLS INSURANCE GROUP
Executive Director

ATTACHMENT B
SCHEDULE OF RATES, COSTS, AND ALLOCATED EXPENSES

I. RATES and COSTS

The following compensation rates and costs shall be paid in consideration for the services provided by Contractor as described in Attachment A – Scope of Services and SIG Expressed Authority And Limitations Under The Agreement, 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 Paragraph 16 of the Agreement.

The amounts to be paid pursuant to the Agreement are detailed in two distinct areas of services: first, under subsection 1 below, “General and Administrative Services,” which is outlined in Exhibit A, section I, Services Included in the Agreement, and stated in greater detail in subsections A, E, F and H; and second, services specifically related to claims handling and administration, which is detailed in Attachment A, section I, subsections B, C, D, G and I, for which an annual fixed fee is charged pursuant to section II, “Claim Administration Services,” as stated below. All fees will be billed together monthly.

1) General and Administrative Services

a. One-Time On-Boarding/Start-Up Fee: \$15,000

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: \$15,000

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: Contractor will separately charge the actual cost 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 client specific. Charges for custom reports shall be billed at the rate of \$185 per hour.

- i. **Conversion Fee:** Contractor 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 SIG sign-off on CMIS set up.

Contractor extends to new clients the following: Contractor believes in the establishment of a long-term partnership, and as such shall pay 100% of all costs relating to the data conversion, for which the fee is \$20,000. This is based solely on Contractor being retained under this Contract for three years (whether it is this Contract or an extension of/amendment to this Contract). If, for any reason the Contractor is not retained for three years, the SIG 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:** Contractor 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 have been known, Contractor proposes that should any one catastrophic event occur resulting in ten or more claimants, or two or more claimants with their own defense counsel, SIG and George Hills shall negotiate the fees for the specific situation.
- k. **3% Escalator:** Contractor pricing option for the contract is a 3% annual increase.

In the event of contract termination, Contractor procedures and cost for run-off claims will be billed at the current hourly rate; no charge for historical loss summaries. Contractor 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.

- 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. **Storage:** Contractor will charge the actual cost for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

2) Claims Administration Services

In exchange for the services provided by Contractor identified in Attachment A, section I, subsections B, C, D, G and I, SIG shall pay the following fixed annual fee.

Fixed Annual Fee For Agreement Period*	
Year One – 2021-2022	\$130,000
Year Two – 2022-2023	\$133,900
Year Three – 2023-2024	\$137,917

*Fixed annual fee is increased 3% annually during Agreement term.

II. ALLOCATED EXPENSES

- A. 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, Contractor has provided a list, by no means an exhaustive list, of typical allocated expenses.
1. Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
 2. Fees of court reporters;
 3. All court costs, court fees, and court expenses;
 4. Fees for service of process;
 5. CMS reporting costs and fees (ExamWorks);
 6. Costs of undercover operatives and detectives;
 7. Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
 8. Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgment is sought;
 9. Costs for independent medical examination or evaluation for rehabilitation;
 10. Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
 11. Costs for copies of any public records or medical records;
 12. Costs of depositions and court reporting;
 13. Costs and expenses of subrogation, (if not George Hills);
 14. 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;
 15. Witness fees and travel expenses;
 16. Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
 17. Costs of appraisal fees and expenses not included in flat fee or performed by others;
 18. Costs of indexing claimants;

19. Services performed outside the TPA's normal geographical regions;
20. Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
21. Investigation of possible fraud including SIU services and related expenses; and/or
22. 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.

ATTACHMENT C

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. ("Contractor") has contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for the SIG. ExamWorks shall represent the SIG and the Responsible Reporting Entity (RRE) to this existing Agreement and this addendum and will be the designated reporting agent. Contractor will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. Contractor 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 Contractor's non-compliance. Contractor further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from Contractor'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 Contractor by RRE or other third parties.

By contract with Contractor, ExamWorks will indemnify and hold Contractor 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.

Contractor shall perform the necessary data gathering for RRE and ExamWorks; as such Contractor 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 Contractor, and its RREs, shall be charged as an Allocated Expense, as defined in Attachment B, 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 D

PREFERRED METHOD OF CHECK PROCESSING

1. Selection of Bank

a) Contractor uses California Bank & Trust

b) Clients Choice

Name

Address

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

2. Trust Balance Desired \$ 50,000.00

3. Account funding: Contractor 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 Contractor

b) One Contractor, one client

Contractor signers: John Chaquica, CEO; Chris Shaffer, Vice President; Kimberly Santin, Finance Director

5. Accountability

a) Positive Pay: Yes No

Contractor recommends positive pay to mitigate the potential for fraud.

b) Check Registers: Yes No

Weekly Monthly

c) Statement to be balanced by SIG, or

Statement to be balanced by Contractor with copies to SIG

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT BETWEEN SCHOOLS INSURANCE GROUP AND GEORGE HILLS COMPANY, INC.

This Business Associate Agreement ("BAA") is made and entered into this 12th day of April, 2021 by and between the SCHOOLS INSURANCE GROUP, hereinafter referred to as "SIG," and GEORGE HILLS COMPANY, INC., hereinafter referred to as "Contractor."

I. RECITALS

WHEREAS, on or about April 12, 2021, Contractor entered into a written Agreement with SIG to perform obligations and services related to the handling and administration of general liability claims filed against or with SIG.

WHEREAS, the obligations of the Agreement require that SIG provide to Contractor data, documents, and information which may contain 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 Contractor.

(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 Contractor.

(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 Contractor 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, and all other applicable laws and regulations, 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 45 CFR 164.404, 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 Contractor 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 Contractor 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 Agreement between Contractor and SIG, specifically for the purpose of adjusting and administering the general liability claims filed against SIG.
- (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 Contractor.

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 ___April 12, 2021___ and shall

terminate on April 12, 2024 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.

VIII. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless SIG and its agents, representatives, officers, consultants, employees, Board of Directors, members of the Board of Directors (collectively, the "SIG 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 negligent act, error, omission, 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 SIG or the SIG 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 SIG by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SIG alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

IX. CONFLICTS

Nothing within this Business Associate Agreement is intended to conflict with the Schools Risk and Insurance Management Group Independent Contractor Services Agreement between CLIENT and GH. To the extent that any provision, section, or words in this BAA could be construed to conflict with the Independent Contractor Services Agreement, the Independent Contractor Services Agreement between CLIENT and GH shall be deemed to be controlling and shall overrule any perceived conflict created by the language herein.

4/12/21
Date

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

4/12/2021
Date

BY: 
NAME, TITLE
SCHOOLS INSURANCE GROUP
Executive Director

SCHOOLS RISK AND INSURANCE MANAGEMENT GROUP INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into effective April 12, 2021 (the “Effective Date”), by and between the Schools Risk and Insurance Management Group (“SIG”) and **ABD Insurance and Financial Services** (“Contractor” and together with SIG, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to SIG (collectively, the “Services”) as outlined in the attached Exhibit A, Option 3:

- Workers Compensation Retail Brokerage Services
- General Liability and Ancillary Coverages Retail Brokerage Services
- Risk Management Services

2. **Contractor Qualifications.** Contractor represents and warrants to SIG 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 April 12, 2021, and shall terminate upon completion of the Services, but no later than April 12, 2024, (“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 SIG Executive Director 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 SIG, SIG shall be under no further obligation to Contractor, monetarily or otherwise, and SIG may proceed with the work in any manner SIG deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving one hundred twenty (120) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, SIG 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 SIG to potential liability or may cause an increase in SIG’s insurance premiums; (3) Contractor is adjudged 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.** SIG agrees to pay Contractor fees at the rate of \$135,000 per year for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. SIG agrees to pay the Fee within sixty (60) days of receipt of a detailed invoice from

Contractor, including any additional supporting documentation SIG reasonably requests.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless SIG and its agents, representatives, officers, consultants, employees, Board of Directors, members of the Board of Directors (collectively, the “SIG 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 SIG or the SIG 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 SIG by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SIG 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, SIG 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 SIG. Furthermore, SIG 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 SIG and subject to SIG’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. 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 SIG. All insurance policies shall include an endorsement at least as broad as ISO form CG2026 0704 stating that SIG and SIG Parties are named additional insureds. Contractor shall ensure 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 SIG by Contractor. If such a notice is not given or even if SIG receives a notice, SIG 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 SIG and shall waive all rights of subrogation

against SIG and/or the SIG Parties. A copy of the declarations page of Contractor's insurance policies may 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 SIG in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for SIG, which are outside the usual course of SIG'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 SIG, and are not entitled to benefits of any kind or nature normally provided to employees of SIG and/or to which SIG's employees are normally entitled.

10. **Taxes.** All payments made by SIG to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SIG 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 SIG the following:

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

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

C. N/A (Required only if Box 11.B is checked.) All of the Contractor and Contractor Parties noted above, at no cost to SIG, 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 SIG and prohibit any new personnel from having any contact with SIG students until the fingerprinting and background check requirements set forth in this Section 11 have been satisfied and SIG 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 SIG the following:

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

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

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 SIG 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 SIG students until the TB certification requirements have been satisfied and SIG 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 SIG, 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 SIG all educational records related to the Services provided to any SIG 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 SIG. 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 SIG.

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 SIG.** Notwithstanding anything stated herein to the contrary, SIG 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 SIG 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.

BUNDLED OPTION 3 of RFP PROPOSAL:

Workers Compensation Broker Retail Services

General Liability and Ancillary Coverage Retail Broker Services

Risk Management Support Services (200 hours and \$180/hour additional services)

- Year 1: \$135,000
- Year 2: \$135,000
- Year 3: \$135,000

SIG:

CONTRACTOR:

**SCHOOLS RISK AND
INSURANCE MANAGEMENT GROUP**

**ABD INSURANCE AND FINANCIAL
SERVICES**

By: Cynthia M. Wilkerson
Name: Cynthia M. Wilkerson
Title: Executive Director

By: Mark Stokes
Name: Mark Stokes
Title: Executive Vice President

Address for SIG Notices:

Address for Contractor Notices:

550 High Street, Suite 201
Auburn, CA 95603

1435 North McDowell Blvd., Suite 320
Petaluma, CA, 94954



EXHIBIT A



ABD Insurance and Financial Services Response to Request for Proposal for: **Schools Insurance Group**

Prepared by:

Mark Stokes

Executive Vice President

James Wilkey

Senior Vice President

February 9, 2021



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Cover Letter

Schools Insurance Group
Attn: Cindy Wilkerson, Executive Director
cindyw@sigauburn.com
550 High Street, Suite 201
Auburn, CA 95603

Dear Ms. Wilkerson,

ABD Insurance and Financial Services (ABD) is pleased to present our enclosed response to the Schools Insurance Group Request for Proposals for Workers Compensation Retail Brokerage Services, General Liability and Ancillary Coverages Retail Brokerage Services, and Risk Management Consulting Services.

We appreciate the opportunity to present these proposals and are excited to demonstrate to SIG the value that we can bring to your risk management and insurance program. We believe our responses will highlight the significant resources of ABD, the depth of our experience with California public school joint powers authorities, and our genuine desire to establish a long-term partnership with SIG.

We understand that each section of this RFP (Section I, Section II and Section III) will be considered on a stand-alone basis. ABD is pleased to present proposal options for the following Sections:

Option 1	Section I Only Workers' Compensation Retail Brokerage Services
Option 2	Section II Only General Liability and Ancillary Coverages Retail Brokerage Services
Option 3	Bundled Section I, Section II and Revised Section III Section I Workers' Compensation Retail Brokerage Services, Section II Liability and Ancillary Coverage Retail Brokerage Services and Section III Partial Risk Management Support Services

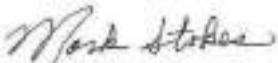
We are not presenting a stand-alone proposal for Section III. Please understand that if ABD is chosen for either Option 1 or Option 2 above, we will also provide certain services outlined in Section III of the RFP in the normal course and scope of our work as a Workers' Compensation and/or Liability Insurance Broker. The cost for these services is included in our stand-alone pricing for Option 1 and Option 2 above. Should we be chosen for both Options 1 and 2 above we have offered a discount for multiple contract awards, as we have if we are chosen for Option 3 above.

We have carefully reviewed the Invitation and Background, Submittal Instructions, Proposal Content, Minimum Requirements, and all other terms and conditions as set for in the RFPs and confirm that we can, and will, fully comply with all the requirements as presented.

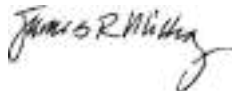
We have done our best to draft a comprehensive and thorough, yet concise response to these RFPs. We stand ready to answer any questions that may arise as you perform your review. Our clients are our best advertisement and we strongly encourage SIG to seek independent reviews of our capabilities and services by contacting them. Our goal is not just to become your vendor for insurance, but to become a truly valued partner and extension of your team.

Thank you for the opportunity to respond to these Requests for Proposals. Schools Insurance Group is an important and valued potential client to ABD!

Sincerely,



Mark Stokes
Executive Vice President



James Wilkey
Senior Vice President

Executive Summary

Our ABD core services team has specialized in providing products and services to public school districts and JPAs for more than 30 years. Our team's experience includes helping JPAs with program design, MOC development, funding and loss run analysis, and consultation on exposure, coverage analysis, excess/re-insurance negotiations, training, claims advocacy, and more. We are keenly aware of the unique needs of public school JPAs. We also realize the effect budget constraints have on California public school districts and the cost considerations that SIG must consider in controlling risk, purchasing coverage, handling claims, and paying premiums.

Our core team leaders, **Mark Stokes** and **James Wilkey**, have been working as brokers and risk management consultants for public school districts and JPA's since the early 1980's. While we have both engaged in multiple coverage lines, Mark has developed particular expertise in the area of **Workers' Compensation** and Jim in **Liability and Property**. Both have been actively engaged in the public school JPA community, having attended, both as participants and exhibitors, in many CAJPA and PARMA conferences over the years.

Each member of our core services team (Mark Stokes, James Wilkey, Eileen Massa, Jennet Horder, and Scott Rhymes) operate out of our Petaluma, CA office. ABD is a "flat" organization with minimal bureaucracy, and our team members are not compelled to comply with established, formal protocols across thousands of team members. Rather, our team is trusted to establish our own work priorities, customized protocols and client service plans – based upon the unique needs of our clients and our many years of experience and success. We do not utilize "service centers" that may be located remotely from clients, but instead perform all services for SIG from our local Petaluma office.

Our Petaluma-based core services team currently places and services excess workers' compensation for public school clients representing approximately \$5.0 billion of payroll and liability insurance representing more than 460,000 ADA.

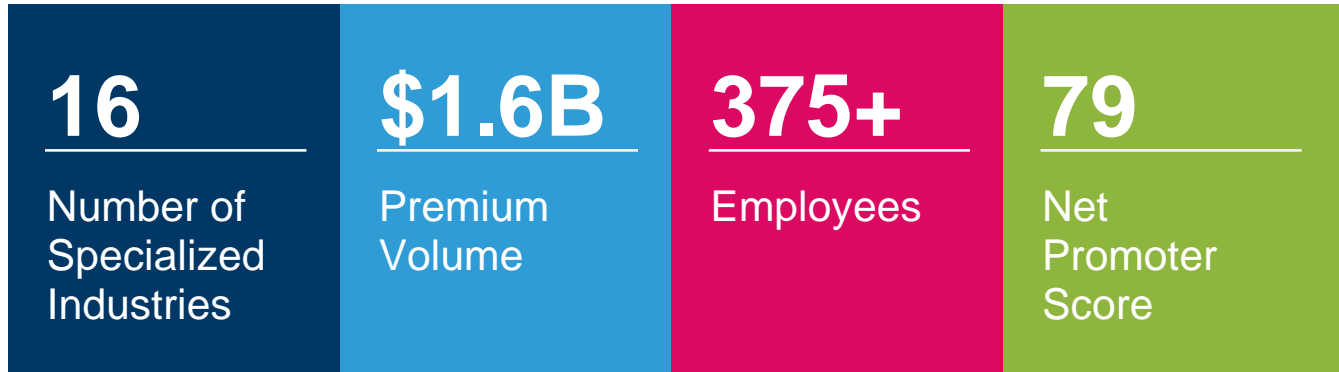
Unlike some brokers providing service to public schools, ABD is not in the business of creating broker managed or controlled programs. While these programs have undoubtedly provided some benefit to public entities, we believe they exist primarily to benefit the brokers who created them. Broker-owned or broker-managed pools too often create conflicts of interest as brokers are predisposed to placing their clients' coverage with these programs. ABD will act as a true independent broker for SIG with the freedom (and responsibility) to access the entire insurance marketplace in a creative manner to produce the best possible insurance placement outcome.

The three pillars of ABD are **Work, Love and Play**. We encourage our employees to fill each of these work, love, and play buckets. We value balanced lives and are passionate about creating a culture of wellness that results in healthier, happier, more productive employees, and more successful clients. ABD is dedicated to ensuring our company is a diverse, inclusive, and empathetic organization that our employees are proud to work for and our clients are proud to work with. We encourage you to learn more about our company by visiting our website at www.theabdteam.com.

We would be honored to include Schools Insurance Group as one of our clients!

Company Highlights

ABD is a full-service brokerage and consulting firm, crafting innovative solutions to help address risk for clients of varying growth, sizes, stages, and industries across the globe.



National Presence

San Mateo, CA – Headquarters

- Lodi, CA
- Petaluma, CA
- San Diego, CA
- San Francisco, CA
- San Jose, CA
- Walnut Creek, CA

Seattle, WA

Chicago, IL

New York, NY

WBN: Worldwide Broker Network

Global Reach

Local knowledge and experience



in **500** offices

in over **100** countries

on **6** continents



Founding Member of BrokerTech Ventures, the convener of broker-centric innovation.

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Proposal Content Response

In this section, we respond to the specific requests for information included Section E. of the RFP.

1. Proposer's:

a. Full Business name

ABD Insurance and Financial Services, Inc.

b. Name, telephone number, and email address of contact

For SECTION I – WORKERS' COMPENSATION RETAIL BROKERAGE SERVICES

Mark Stokes

707-682-5319 | 707-484-4359 (cell)

Mark.stokes@theabdteam.com

For SECTION II – LIABILITY AND ANCILLARY COVERAGE RETAIL BROKERAGE SERVICES

James Wilkey

530-836-4409

James.wilkey@theabdteam.com

c. Location of offices – please identify which office will be handling SIG's claims.

Each member of our core services team is headquartered out of our Petaluma, CA office. Claims, as well as all administrative services will be serviced from this office which is located at:

ABD Insurance and Financial Services

435 N. McDowell Blvd. Suite 310

Petaluma, CA 94954

2. Description of the proposer's organization, including:

a. Names of principals

Brian Hetherington	Chairman
Kurt de Grosz	President
Michael McCloskey	Chief Financial Officer
Rod Sockolov	Executive Vice President, Property & Casualty Practice Leader
Tom Whitenight	Executive Vice President, Property & Casualty Practice Leader
Mark Stokes	Executive Vice President, Property & Casualty

b. Number of employees:

390

c. Number of years in business:

8 years

d. Client base

ABD is a full-service insurance brokerage firm currently serving more than 3,500 clients and representing over \$1.6 billion in premium volume across many and varied industry groups. One of our specialty industry sectors, public school JPAs and districts, is primarily serviced from our Petaluma, CA office, from the proposed service team. Our Petaluma core services team is proud to include the following among our client base:

Proudly serving the following JPAs and/or schools (# of school districts):

- **Schools Insurance Authority (33)**
 - Elk Grove Unified School District (1)
 - Sacramento City Unified School District (1)
 - San Juan Unified School District (1)
 - Shasta Trinity Schools Insurance Group (36)
- **Tri-County Schools Insurance Group (21)**
- **Tuolumne Joint Powers Authority (21)**
- **North Bay Schools Insurance Authority (15)**
 - Vallejo Unified School District
- **Redwood Empire Schools Insurance Group (47)**
- **Bay Area Schools Insurance Cooperative**
 - Redwood Empire Schools Insurance Group
 - North Bay Schools Insurance Authority
 - Butte Schools Self-Funded Programs (16)
- **Central Region School Insurance Group (24)**
- **Merced County Schools Insurance Group (20)**

e. Areas of specialization and expertise

At ABD, we focus on industries that dominate and fuel the economy, digging deep into these markets and micro-markets to understand how they can falter as well as grow. We monitor risk, regulations, and the changing marketplace, so we can help you anticipate and advance through knowledge, perspective, and innovative solutions.

Our public sector team has over 30 years of experience working primarily with public school JPAs and districts, but also with cities/counties, transit districts and libraries.

Our team has extensive experience in program design, MOC development, insurance placement, coverage analysis, exposure reviews, claims advocacy, Third-Party Administrator selection, and more.

Public schools have unique risks, and not every (in fact not many) insurance carriers understand the public school business, nor do their coverage forms address their unique needs. Public school liability forms are unique in their ability to offer a combination of traditional general liability coverage combined with coverage for “wrongful acts”. This is often very advantageous as the general and auto liability, public officials (wrongful acts) liability, and employment practices liability for public schools can be combined into one policy for or one Memorandum of Coverage (MOC). Utilizing an MOC or “lead” carrier who has such a broadly defined policy form is a critical factor in building a liability program with comprehensive coverage and sufficient limits to protect Schools Insurance Group. We can then build a program utilizing re-insurers or excess markets to “follow form” and provide consistently broad coverage throughout the program tower limits.

Our ABD team is very familiar with this unique marketplace, has been working with it for many years, and has developed close working relationships with these underwriters.

ABD Advantage



Insightful risk management: Our team of experts understands the unique issues that surround public schools, and we can help you solve the seemingly endless pressing challenges that arise.



Custom strategy: We are not big fans of “one-size-fits-all” solutions. While public schools in California certainly face similar risk exposures, each district and JPA has its unique characteristics. We seek to become a long-term partner and extension of your JPA team understanding the unique needs, concerns and culture of SIG.



Deep relationships: Our strong relationships with carriers and underwriters means we’ll find the right match for SIG – the right price for your bottom line and the comfort in knowing your unique coverage needs have been met.

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.

There have been no incidents in which we have defaulted or failed to perform, resulting in termination of contract, nor is ABD under civil or criminal litigation or investigation.

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.

In this section, we thought it would be helpful to outline the scope of work, tasks, and services we would expect to provide to Schools Insurance Group. These services would be provided to SIG for either the Workers' Compensation Brokerage Services contract, the Liability and Ancillary Coverage Services contract, or both – depending upon the potential contract award(s). Our services would not necessarily be limited to this list but would be provided at a minimum. We fully understand that specialized services may be needed from time-to-time in reaction to unexpected challenges SIG might face. In short, we will do whatever it takes to get the job done.

ABD Insurance and Financial Services hereby commits to providing at least the following minimum services and that they will be fully included in our cost proposal. We have done our best to advise which services would need to begin immediately, and otherwise will be done on an ongoing basis.

1	Immediately take over and serve as the designated insurance broker of record for SIG's Workers' Compensation and/or Liability and Ancillary insurance programs as outlined in the RFP and in place throughout the contract term. SIG staff agrees to assist ABD in providing the necessary information to process Broker of Record Letters in this regard.
2	Immediately assess SIG's current insurance coverage levels, costs, and operational risks. Provide recommendations regarding the appropriate types of insurance, the levels of coverage necessary to protect SIG from reasonable risks. Assess the levels of SIR/Deductible for each policy to provide the best balance of risk transfer and premium and any other relevant factors. ABD will provide to SIG an easy-to-read chart of Insurance program coverage, including limits, pricing, and coverage by layer. SIG agrees to provide ABD access to the relevant policies and any market submission information (to the extent SIG has access) already submitted by SIGs current broker.
3	Immediately engage with the insurance marketplace to represent SIG regarding any current negotiations with insurers or prospective insurers and other parties regarding the upcoming 7/1/2021 renewals. Prepare and submit renewal specifications to additional carriers to provide alternatives/backups to current SIG insurance placements.
4	Immediately begin to negotiate the 7/1/2021 renewals of SIG's Excess Workers' Compensation, Liability and Ancillary coverages with a goal of presenting to SIG by 6/4/2021.

5	On an ongoing basis, obtain renewal quotes, from multiple insurers, for policies as they expire. Unless otherwise stated in writing by SIG, coordinate with SIG at minimum of four (4) months prior to renewals on giving estimates of, at a minimum, changes in premium coverage, policy terms, and in collecting needed rating and background information.
6	Verify, on an ongoing basis, the accuracy of all rates, premiums charged, and all related audits.
7	Assist SIG with budgeting for insurance costs and preparing specifications consistent with identified loss exposures.
8	Unless stated otherwise by SIG, endeavor to present renewal pricing and policy changes sixty (60) days prior to each policy renewal.
9	Assist in the preparation of documents and exhibits to be provided to management and/or SIG's Board of Directors during annual renewal of insurance policies, and attend relevant meetings as requested.
10	Review insurance contracts for adequacy and compliance with requested coverage. Provide feedback as needed regarding management of risks.
11	Monitor and review SIG's third-party contractors' insurance documents as requested.
12	Act as the liaison and advocate for SIG with insurance underwriters. Coordinate with SIG to assure that up-to-date exposure data is incorporated into the issuance of newly purchased policies.
13	Issue Certificates of Insurance (COI), endorsements, and evidence of insurance coverage to third parties, as may be required by SIG, and other change requests, promptly and as needed.
14	Issue evidence of insurance, certificates of insurance, and insurance policies to all insured parties as requested and appropriate.
15	Assign qualified account representatives to participate in SIG's Safety Team meetings.
16	Assist SIG in filing claims with insurers and act as SIG's advocate in claims negotiations. Monitor the handling and disposition of claims to assure SIG's policy rights are protected.
17	Assess insurance company stability, solvency, and service records.
18	Upon request, provide timely, verbal or written interpretations of coverage whether coverage is provided by the SIG MOC, insurance carrier, reinsurance or excess insurance contracts.
19	At least annually, and as needed, analyze SIG's exposures and review with SIG staff the premium/claims history of SIG for the policies purchased.
20	Fully disclose insurance policy premiums and commissions and other remuneration received for the sale of such policies.
21	Permit SIG to conduct an audit of all remuneration/revenues attributable to SIG's account and to fully cooperate with persons designated by SIG to perform such audit.
22	Annually (and ongoing where needed) provide assessments of current conditions in the insurance markets.

23	Assist in the preparation of third-party contractor Request for Proposals (RFP's) by analyzing and providing SIG with recommendations regarding insurance requirements and possible risk exposures.
24	Market SIG's Excess Workers' Compensation, Liability and Ancillary insurance Coverage as described in the RFP. Develop and present SIG's insurance coverage requirements to qualified insurers and obtain coverage proposals/price quotes. Analyze proposals/price quotes received to ensure that the highest level of coverage is obtained and negotiate with insurers to obtain the best prices, terms, and conditions possible. Present to SIG a listing of all companies contacted, detailed spreadsheet of all proposals received, and the package from proposer(s) whose insurance policy terms, conditions, and premiums best reflect the SIG insurance program goals and objectives.
25	Assist SIG in maintaining and updating schedules of values.
26	Respond to program, coverage, insurance industry related, or other policy questions as may be presented by SIG and/or its consultants or contractors in a timely manner. ABD 's primary account representative and other core service team members shall be reasonable available to SIG and its staff to address questions and concerns.
27	Monitor and notify SIG of major developments regarding the insurance industry or SIG's insurers or policies that may affect SIG.
28	Notify SIG of invoicing of premiums, to include all outstanding policies, to assure that no policy lapses inadvertently.

5. List key personnel who will be handling the related services for SIG. Include a description of the role they will assume in serving SIG and its members, and provide an overview of ongoing training or professional development provided. Please include resumes and any relevant designations earned.

ABD/SIG Core Services Team

Please click on each team member name to be taken directly to their bio in the Appendix section of our response.

We have included individual licenses for each of the core service team members, you can access licenses directly by clicking [here](#).

Name	Role
<p>Mark Stokes <i>Executive Vice President</i></p>	<p><i>Team Lead - Workers' Compensation:</i> Mark will provide executive level oversight and assume overall responsibility for SIG's Workers' Compensation team. Mark is responsible for leading the SIG team to help set strategic goals, deliver outstanding service, and ensure engagement of high-quality risk management resources as needed.</p>
<p>James Wilkey <i>Senior Vice President</i></p>	<p><i>Team Lead – Liability and Ancillary Coverages:</i> Jim will provide executive level oversight and assume overall responsibility for SIG's Liability and Ancillary Coverages team. Jim brings nearly 40 years of experience to the team. He has been actively working with California school JPA's since 1982, assisting with program design, exposure, and coverage analysis, MOC development, and contract review.</p>
<p>Eileen Massa <i>Account Manager</i></p>	<p><i>Service Team Lead:</i> Eileen will serve as the primary contact for SIG, responsible for the day-to-day service needs and account management. Eileen brings over 27 years of industry experience to the team.</p>
<p>Jennet Horder <i>Senior Claims Consultant</i></p>	<p><i>Claims Management:</i> Jennet will serve as the designated Claims Consultant for SIG. She has over 25 years of experience advising employers and broker personnel in the application of various commercial lines and workers' compensation laws, rules, and regulations.</p>
<p>Scott Rhymes <i>Vice President</i> <i>Risk Control Services</i></p>	<p><i>Risk Control Services:</i> Scott provides risk control and safety consulting services to clients, designed to lower our clients' total cost of risk. Scott will work with SIG to focus on overall safety systems and culture to increase safety awareness and reduce occupational exposures.</p>

Name	Role
<p>Tracy Tenorio <i>Senior Vice President</i> <i>E&O/Cyber Specialist</i></p>	<p><i>Cyber/E&O:</i> Tracy specializes in technology errors & omissions and cyber liability, providing consultative exposure identification, analysis, and insurance risk transfer solutions to companies of all sizes ranging from emerging technology to Fortune 500. Tracy was named a Power Broker by Risk & Insurance Magazine in the Telecommunications category</p>
<p>Sally Bracho <i>Senior Vice President</i> <i>Contract Specialist</i></p>	<p><i>Contracts:</i> Sally has extensive experience in reviewing all types of contracts including customer agreements, leases, third-party vendor agreements, special event, and sponsorship agreements. She regularly provides training to the team and acts as an escalation resource for complex issues.</p>
<p>Erica Audiss <i>Account Coordinator</i></p>	<p><i>Account Support/Certificates:</i> As an Account Coordinator, Erica works together with the account team on all overall support and client services. She brings over five years of insurance industry experience to her role and is committed to providing quality and efficient services to all clients.</p>

6. List any subconsultants or subcontractors the proposer plans to utilize for in carrying out the scope of work for each section.

ABD does not plan to utilize any subcontractors in carrying out the scope of work for the various Sections of this RFP.

7. Understanding the transition timeline is compressed, provide a detailed plan for assuming handling of existing marketing, including contact of underwriters, review of existing strategies, and other details that may be part of a successful transition.

Yes, selection of a new Broker with a proposed contract start date of 4/12/2021 to represent SIG for its 7/1/2021 renewals does create a compressed transition timeline.

That said, **WE CAN GET IT DONE!** Should we be awarded one or more of these contracts, we will immediately have a conversation with SIG relative to timing expectations. That said, we believe that setting a goal of presenting all renewal options to SIG by 6/4/2021, while aggressive, is realistic.

As described in our response to question 4 above, following is an outline of tasks needing to be accomplished without delay:

1	<p>Immediately take over and serve as the designated insurance Broker of Record for SIG's Workers' Compensation and/or Liability and Ancillary insurance programs as outlined in the RFP and in place throughout the contract term. SIG staff agrees to assist ABD in providing the necessary information to process Broker of Record Letters in this regard. Assuming a contract start date of 4/12, these BOR's should be filed within the first few days of the contract. Insurance industry BOR's typically take from 10 – 14 days to be processed. ABD will endeavor to have insurance carriers request waivers from the current broker(s) in order to have the BOR's take effect as soon as possible. We will ask SIG to immediately provide us with any documents or other information you may have relative to submission information already provided to the insurance market by your current broker.</p>
2	<p>Immediately assess SIG's current insurance coverage levels, costs, and operational risks. Provide recommendations regarding the appropriate types of insurance, the levels of coverage necessary to protect SIG from reasonable risks. Assess the levels of SIR/Deductible for each policy to provide the best balance of risk transfer and premium and any other relevant factors. ABD will provide to SIG an easy-to-read chart of Insurance program coverage, including limits, pricing, and coverage by layer. SIG agrees to provide ABD access to the relevant policies and any market submission information (to the extent SIG has access) already submitted by SIG's current broker.</p>
3	<p>Immediately engage with the insurance marketplace to represent SIG regarding any current negotiations with insurers or prospective insurers and other parties regarding the upcoming 7/1/2021 renewals.</p>
4	<p>Immediately engage with the insurance marketplace to represent SIG regarding any current negotiations with insurers or prospective insurers and other parties regarding the upcoming 7/1/2021 renewals.</p> <p>We are very familiar with underwriters at Safety National Casualty Company and work with them on a regular basis. While they will be technically prohibited from formally acknowledging us as SIG's broker until the BOR's take effect, we will not wait to engage them. Armed with the knowledge that ABD has been awarded the Brokerage Services Contract, we expect they will open discussions with us immediately after the Brokerage Services Contract takes effect. We will do our best to immediately ascertain Safety National's position relative to their intent regarding the 7/1/2021 Liability renewal. Among other things:</p> <ul style="list-style-type: none"> ■ Does SNCC intend to offer renewal? ■ Will SNCC be offering renewal at the same SIR? ■ Will SNCC still offer a limit of \$4m xs \$1m SIR? ■ Will SNCC be imposing any change in terms regarding SAM coverage or annual policy aggregates? ■ Will SNCC be including any corridor or other annual aggregate deductibles? ■ Does SNCC intend to add any new exclusions (communicable disease) this year?

5

We will ask whether they have received all information necessary to provide renewal pricing and whether we can provide any additional information to assist with renewal underwriting. While underwriters at SNCC can be notoriously slow, we will immediately inform them of our deadline to present renewal options to SIG by 6/4/2021. We will also engage SIG's current Cyber Liability and Crime coverage carriers as soon as BOR's can be processed. We will assess coverage details and pricing on these policies relative to similar policies we have placed for other similar clients to determine whether these should be aggressively marketed to alternative carriers.

6

Once again, endeavor to present all renewal options to SIG by **6/4/2021**.

8. 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

Client name and scope of work	Contact
<p>Schools Insurance Authority SIA is a public schools pool (JPA) comprised of approximately 37 school district, office of education charter school, and JPA (see STSIG) members representing over 315,000 public school students in central California.</p> <p>Scope of work:</p> <ul style="list-style-type: none"> ■ Excess insurance marketing and placement for liability and workers' compensation ■ Market updates ■ Program design consultation ■ Certificates of Insurance ■ Contract reviews ■ Claims audits ■ Claims team training ■ Work includes servicing districts – Elk Grove USD, San Juan USD, Sac City USD, and Shasta Trinity SIG 	<p>Martin Brady <i>Executive Director</i> 9800 Old Placerville Rd. Sacramento, CA 95827 (916) 364-1281 mbrady@sia-jpa.org</p>
<p>Redwood Empire Schools Insurance Group RESIG is a public schools pool (JPA) comprised of 42 school district, office of education and charter school members representing approximately 68,000 public school students in the Sonoma and Marin Counties of California.</p> <p>Scope of work:</p> <ul style="list-style-type: none"> ■ Excess insurance marketing and placement for liability and workers' compensation ■ Market updates ■ Program design consultation ■ Certificates of insurance ■ Contract reviews ■ Claims audits ■ Claims examiner training 	<p>Rose Burcina <i>Executive Director</i> 5760 Skylane Blvd. #100 Windsor, CA 95492 (707) 836-0779 rburcina@resig.org</p>
<p>Shasta Trinity Schools Insurance Group STSIG is a public schools pool (JPA) and is comprised of approximately 36 school district, office of education, and charter school members located in the Shasta and Trinity Counties. STSIG partners with SIA</p> <p>Scope of work:</p> <ul style="list-style-type: none"> ■ Excess insurance placement for workers' compensation ■ Program design consultation ■ Market updates 	<p>Brooks Rice <i>Executive Director</i> 85 Hartnell Avenue, Ste 200 Redding, CA 96002 (530) 221-6444 brice@stsig.org</p>

Client name and scope of work	Contact
<p>North Bay Schools Insurance Authority NBSIA is a public schools pool (JPA) comprised of 14 school district and office of education members representing approximately 62,000 public school students in the Napa, Solano and Yolo Counties of California.</p> <p>Scope of work:</p> <ul style="list-style-type: none"> ■ Excess insurance marketing and placement ■ Market updates ■ Program design consultation ■ Certificates of insurance ■ Contract reviews ■ Claims audits ■ Claims ■ Examiner and member district training ■ Work includes servicing the Vallejo Unified School District 	<p>Janet Selby <i>Executive Director</i> 380 Chadbourne Rd. Ste A Fairfield, CA 94534 (707) 428-1830 janets@nbsia.org</p>
<p>Tri-County Schools Insurance Group TCSIG is a public schools pool (JPA) and is comprised of approximately 21 school districts, office of education, and charter school members located in the Tri-County area.</p> <p>Scope of work:</p> <ul style="list-style-type: none"> ■ Workers' compensation program start-up & growth consultation ■ Excess insurance placement for workers' compensation ■ Program design coordination and consultation ■ Manual creation and consultation ■ Vendor selection coordination and consultation ■ Risk management training and quarterly meeting facilitation ■ Member district training ■ Claims advocacy ■ Third-Party Administrator contract review and service agreement negotiations. 	<p>Matt Evans 400 Plumas Blvd. Ste 210 Yuba City, CA 95991 (530) 822-5052</p>

Client name and scope of work	Contact
<p>Tuolumne Joint Powers Authority TJPA is a public school's pool (JPA) and is comprised of approximately 21 school districts in the Alpine, Amador, Calaveras and Tuolumne counties</p> <p>Scope of work:</p> <ul style="list-style-type: none"> ■ Excess insurance placement for workers' compensation ■ Program design consultation ■ Certificates of insurance ■ Market updates ■ Third-Party Administrator selection consultation and contract review ■ Claims advocacy ■ Claims audits ■ Member district training 	<p>Norma Wallace Executive Director 175 Fairview Lane Sonora, CA 95370 (209) 536-2035 nwallace@tcsos.us</p>

9. Proposal, showing all fees, including any additional fees for reports or other ancillary services, and including any transition costs or data transfer fees.

ABD has outlined all pricing within the pricing sheets. ABD will not charge additional fees for reports, ancillary services, transition costs or data transfer fees.

Option 1 – Section I Only

Workers' Compensation Retail Brokerage Services

Service	Notes	Contract Year	Second Year	Third Year
Option 1				
Total Option 1 Pricing:		\$78,000	\$78,000	\$78,000
Extensive marketing and negotiation for preferred terms with highly rated carriers		included	included	included
Funding analysis and alternative structure recommendations		included	included	included
Catastrophic modeling		included	included	included
Certificates of insurance		included	included	included
Waiver of subrogation requests		included	included	included
MOC review/modification assistance for optimal cost-efficient coverage		included	included	included
Collection of underwriting data		included	included	included
Loss run analysis and recommendations for enhanced program efficiency		included	included	included
Market Updates at regular intervals		included	included	included

1. SIG requests flat fees, and requires that all contingent income be waived to ensure SIG's best interests are served.

ABD confirms that our compensation – our only compensation – will be the flat fee indicated in this RFP response. ABD will not accept any contingent income from any carrier for business placed on SIG's behalf.

2. Considering the impact of COVID or other potentially catastrophic exposures, what modeling or program restructuring would you suggest to maintain or enhance the scope and cost efficiency of SIG's Workers Compensation Program?

Given the novelty of COVID-19 and the very recent legislation passed by the State, the industry as a whole is continuing to analyze data and develop models relative to understanding the impact on workers' compensation programs. Other than the State itself determining that COVID-19 claims would not be considered in the calculations for experience modifications, our recent surveys have found that at this time self-insured pools have not yet seen a major impact of COVID-19 claims. This is partly due to the shift to virtual learning. Many administrators have been able to absorb the handling of COVID-19 claims into their already structured claims workflows and others have created designated teams of claims examiners to handle only COVID-19 claims. A review of SIG's third-party administrator's contract for the purposes of determining charges for COVID-19 claims handling and the workflow associated with these claims would be necessary to determine any possible cost efficiencies.

We realize that as schools begin to open COVID-19 claims will require further and ongoing analysis and may need program structuring with specific consideration for the impact of COVID-19 claims. ABD Insurance Services would partner with SIG's actuaries, third-party administrators, and underwriters to review State data as it gets presented as well as analyze SIG's own COVID-19 claims to determine if there are any opportunities to structure the impact of COVID-19 to enhance the scope and cost efficiency of SIG's Workers Compensation Program. This analysis would include the possible use of hypothetical scenario tools which outline frequency, severity, and benefits inputs such as anticipated infection, report, hospitalization, critical care, fatality, and compensability rates in order to obtain expected losses in the absence of data history.

A holistic approach is recommended for all aspects of Risk Management pertaining to not just COVID-19 but all possible low probability-high impact events including assessing business continuity plans, monitoring the effectiveness of the plans and practicing responses to identify gaps.

Through ABD Insights, ABD's destination for events ([LEARN MORE](#)), blogs ([LEARN MORE](#)), press ([LEARN MORE](#)), and informative resources ([LEARN MORE](#)), ABD is committed to staying at the forefront of our industry. We regularly host events and webinars, ranging in topics to meet the needs of our clients, and cover today's issues.

Most recently, we hosted our webinar series: Moving Forward Together: Return to Workplace. In this series, ABD experts teamed with industry leaders from around the country to focus on understanding and navigating our “new normal” and sharing our best practices with our clients and peers as many return to an office setting. Our webinars centered on laying the groundwork for reopening, understanding the needs of employees, and understanding the legal and regulatory landscape is a top priority.

We invite you to view ABD’s Return to Workplace Guide: Considerations for Employee Reentry [here](#).



3. Identify any programs with which the brokerage is affiliated or for which may be considered a direct writer, as well as any preferred markets to which you may have access

Unlike some brokers providing service to public schools, ABD is not in the business of creating broker managed or controlled programs. While these programs have undoubtedly provided some benefit to public entities, we believe they exist primarily to benefit the brokers who created them. Broker-owned or broker-managed programs too often create conflicts of interest as brokers are predisposed to placing their clients’ coverage with these programs. ABD will act as a true independent broker for SIG with the freedom (and responsibility) to access the entire insurance marketplace in a creative manner to produce the best possible insurance placement outcome.

4. Identify any Risk Management Information System the brokerage proposes to use and the access that may be granted to SIG.

Customized for your business, allowing you and your team to access the products and services that meet your needs. At the core of our client technology is ABD Connect, an online portal that provides 24/7 access to SIG's entire insurance program.

ABD connect allows you to:

- See important info at a glance. Review policy information, such as coverage limits, premium amounts, or policy terms.
- Make changes or updates. Request policy changes, such as adding coverages, changing drivers or vehicles, or increasing coverage limits.
- Obtain documentation. View and print policies and Auto ID cards.
- Manage insurance certificates. View, request or reissue certificates of insurance.
- Stay up to date on emerging risks. Access our customized cyber risk portal for the latest information on cyber liability.



Indio – Streamlining the renewal process

Indio modernizes and simplifies the insurance renewal process, saving our clients a tremendous amount of time. This technology provides our clients with a streamlined, digital experience for providing updated exposures and forms for renewal. It also eliminates the need to send large, unruly PDF forms and spreadsheets through email.

We begin by delivering an easy secure sign-on link to you, with no need to remember a password. As you navigate through the questions, you can leave comments/questions for your ABD team, upload documents, sign applications online, and then submit the information to us with a click of a button.



5. What other services can the brokerage provide that might enhance SIG's Workers Compensation Program?

As we stated in our Cover Letter for this RFP, ABD will not be providing a stand-alone proposal for Section III. ABD will, however, include the following services outlined in Section III of this RFP in the normal course and scope of acting as SIG's Workers' Compensation broker. The cost for these services is included in our Workers' Compensation Retail Insurance Brokerage cost proposal.

- Loss run/trend analysis to identify areas for which targeted solutions or intervention may be appropriate.
- Interpretation of SIG's various self-insured MOCs and excess/reinsurance coverage.

Risk Control/Claims Advocacy Hours Pool

As part of our Workers' Compensation Retail Brokerage Services proposal, ABD will include services up to **100 hours from our Risk Control/Claims Advocacy Hours Pool**. Additional hours are available at a rate of \$180/hour.

Our team hosts a wealth of services including:

- Risk Control
- Workers' Compensation Claim Advocacy
- Circle of Care
- IIPP development and implementation assistance as needed by members.
- OSHA compliance assistance as needed by members
- Additional consulting services, such as RFP project management or special EHS projects

We invite you to the Occupational Health & Safety and Workers' Compensation page list of services [HERE](#) on our ABD website.



Option 2 Section II Only

Liability and Ancillary Coverages Retail Brokerage Services

Service	Notes	Contract Year	Second Year	Third Year
Option 2				
Total Option 2 Pricing:		\$73,000	\$73,000	\$73,000
Extensive marketing and negotiation for preferred terms with highly rated carriers		included	included	included
Funding analysis and alternative structure recommendations		included	included	included
Catastrophic modeling		included	included	included
Certificates of insurance		included	included	included
Additional insured endorsement requests		included	included	included
MOC review/modification assistance for optimal cost-efficient coverage		included	included	included
Collection of underwriting data		included	included	included
Loss run analysis and recommendations for enhanced program efficiency		included	included	included
Market updates at regular intervals		included	included	included
Recommend and secure special or customized coverage in response to unique issues		included	included	included

Please provide ALL costs for Liability and Ancillary Coverage Retail Brokerage Services.

1. SIG requests flat fees, and requires that all contingent income be waived to ensure SIG’s best interests are served.

ABD confirms that our compensation – our only compensation – will be the flat fee indicated in this RFP response. ABD will not accept any contingent income from any carrier for business placed on SIG’s behalf.

2. Considering the impact of COVID or other potentially catastrophic exposures, what modeling or program restructuring would you suggest to maintain or enhance the scope and cost efficiency of SIG’s Liability and Ancillary Coverage Program?

ABD Insurance Services recommends a holistic framework to support the scope and efficiency of any liability program structure. Specifically, for COVID-19 a review of SIG’s crisis management planning and business resumption plan would be needed to identify any gaps or areas requiring ongoing monitoring and improvement. A review of coverage forms to determine opportunities to enhance coverage or negotiate pricing as the industry experiences some carriers responding to COVID-19 by issuing endorsements for exclusions which may impact SIG’s ability to respond to a COVID-19 liability. An example of this is with Employment Practices Liability where the industry is seeing specific language excluding the defense and indemnification if alleged discrimination or act was related to COVID-19.

Through ABD Insights, ABD’s destination for events ([LEARN MORE](#)), blogs ([LEARN MORE](#)), press ([LEARN MORE](#)), and informative resources ([LEARN MORE](#)), ABD is committed to staying at the forefront of our industry. We regularly host events and webinars, ranging in topics to meet the needs of our clients, and cover today’s issues.

Most recently, we hosted our webinar series: Moving Forward Together: Return to Workplace. In this series, ABD experts teamed with industry leaders from around the country to focus on understanding and navigating our “new normal” and sharing our best practices with our clients and peers as many return to an office setting. Our webinars centered on laying the groundwork for reopening, understanding the needs of employees, and understanding the legal and regulatory landscape is a top priority.

We invite you to view ABD’s Return to Workplace Guide: Considerations for Employee Reentry [here](#).



3. Identify any programs with which the brokerage is affiliated or for which may be considered a direct writer, as well as any preferred markets to which you may have access

As mentioned in other sections of this RFP response, ABD is not in the business of creating broker managed or controlled programs, nor are we considered a direct writer for any insurance markets.

That said, we are the liability broker for several other Northern California JPAs, including the Bay Area Schools Insurance Cooperative (BASIC) a consortium of Northern California public school JPAs. While we certainly cannot speak for the Executive Directors or Boards of these JPA's, we believe there could be some interesting synergies to be explored that could be of value to SIG. We would be happy to introduce and facilitate discussions in this regard.

4. Identify any Risk Management Information System the brokerage proposes to use and the access that may be granted to SIG.

Customized for your business, allowing you and your team to access the products and services that meet your needs. At the core of our client technology is ABD Connect, an online portal that provides 24/7 access to SIG's entire insurance program.

ABD connect allows you to:

- See important info at a glance. Review policy information, such as coverage limits, premium amounts, or policy terms.
- Make changes or updates. Request policy changes, such as adding coverages, changing drivers or vehicles, or increasing coverage limits.
- Obtain documentation. View and print policies and Auto ID cards.
- Manage insurance certificates. View, request or reissue certificates of insurance.
- Stay up to date on emerging risks. Access our customized cyber risk portal for the latest information on cyber liability.



Indio – Streamlining the renewal process

Indio modernizes and simplifies the insurance renewal process, saving our clients a tremendous amount of time. This technology provides our clients with a streamlined, digital experience for providing updated exposures and forms for renewal. It also eliminates the need to send large, unruly PDF forms and spreadsheets through email.

We begin by delivering an easy secure sign-on link to you, with no need to remember a password. As you navigate through the questions, you can leave comments/questions for your ABD team, upload documents, sign applications online, and then submit the information to us with a click of a button.



5. What other services can the brokerage provide to enhance SIG's Liability and Ancillary Coverage Program?

As we stated in our Cover Letter for this RFP, ABD will not be providing a stand-alone proposal for Section III of this RFP. ABD will, however, include the following services outlined in Section III of this RFP in the normal course and scope of acting as SIG's Liability and Ancillary coverages broker. The cost for these services is included in our Liability and Ancillary Coverage Retail Insurance Brokerage cost proposal.

- Review of release forms and vendor contracts as necessary for field trips and other potentially high-risk activities
- Analysis of contract requirements pertaining to transfer of risk and insurance requirements relative to SIG coverage
- Loss run/trend analysis to identify areas for which targeted solutions or intervention may be appropriate
- Interpretation of SIG's various self-insured MOCs and excess/reinsurance coverage

In addition, as part of our Liability and Ancillary Retail Brokerage Services proposal, **ABD will include a Risk Control/Claims Advocacy Hours Pool of up to 100 hours.** Additional hours are available at a rate of \$180/hour. The cost for these services is included in our Liability and Ancillary Coverages cost proposal. These hours can be used for the following Section III Services:

- Development and delivery of in-person and virtual training as requested by members
- Property inspections to identify exposures to risk as well as treatment to prevent losses or mitigate impact
- Wildfire risk prevention and mitigation techniques as needed to prevent or mitigate catastrophic wildfire losses
- IIPP development and implementation assistance as needed by members

Option 3 – Bundled Sections I, II and Partial Section III

We are not presenting a stand-alone proposal for Section III.

ABD Insurance Services is able to provide a fully bundled offering to include Workers’ Compensation and Liability Brokers’ Retail Services and partial Risk Management Support Services as outlined below. Pricing is for fully bundled program only.

Option 3 Includes

- Bundled Section I, Section II, and Partial Section III
- Section I Workers’ Compensation Retail Brokerage Services
- Section II Liability and Ancillary Coverage Retail Brokerage Services
- Section III Partial Risk Management Support Services

Please understand that if ABD is chosen for either Option 1 or Option 2 above, we will also provide certain services outlined in Section III of the RFP in the normal course and scope of our work as a Workers’ Compensation and/or Liability Insurance Broker. The cost for these services is included in our stand-alone pricing for Option 1 and Option 2 above. Should we be chosen for both Options 1 and 2 above we have offered a discount for multiple contract awards, as we have if we are chosen for Option 3 above.

Service	Notes	Contract Year	Second Year	Third Year
Option 3				
Workers Compensation Broker Retail Services, Liability and Ancillary Broker Retail Services, and Risk Management Support Services – Bundled Pricing		\$135,000	\$135,000	\$135,000

Workers' Compensation Broker Retail Services

Extensive marketing and negotiation for preferred terms with highly rated carriers		included	included	included
Funding analysis and alternative structure recommendations		included	included	included
Catastrophic modeling		included	included	included
Certificates of insurance		included	included	included
Waiver of subrogation requests		included	included	included
MOC review/modification assistance for optimal cost-efficient coverage		included	included	included
Collection of underwriting data		included	included	included
Loss run analysis and recommendations for enhanced program efficiency		included	included	included
Market Updates at regular intervals		included	included	included

Liability and Ancillary Coverages Broker Retail Services

Extensive marketing and negotiation for preferred terms with highly rated carriers		included	included	included
Funding analysis and alternative structure recommendations		included	included	included
Catastrophic modeling		included	included	included
Certificates of insurance		included	included	included
Additional insured endorsement requests		included	included	included

Service	Notes	Contract Year	Second Year	Third Year
MOC review/modification assistance for optimal cost-efficient coverage		included	included	included
Collection of underwriting data		included	included	included
Loss run analysis and recommendations for enhanced program efficiency		included	included	included
Market updates at regular intervals		included	included	included
Recommend and secure special or customized coverage in response to unique issues		included	included	included
Risk Management Support Services				
Review of release forms and vendor contracts as necessary for field trips and other potentially high-risk activities		Included	Included	Included
Analysis of contract requirements pertaining to transfer of risk and insurance requirements relative to SIG coverage		Included	Included	Included
Loss run/trend analysis to identify areas for which targeted solutions or intervention may be appropriate		Included	Included	Included
Interpretation of SIG's various self-insured MOCs and excess/reinsurance coverage		Included	Included	Included
Development and delivery of in-person and virtual training as requested by members		Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.

Service	Notes	Contract Year	Second Year	Third Year
Coordination of virtual training provided by SIG's vendor partner as requested by members	ABD can augment SIG's current existing program with Public School Works by providing virtual and in person training on workers' compensation and safety topics.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.
Property inspections to identify exposures to risk as well as treatment to prevent losses or mitigate impact		Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.
Wildfire risk prevention and mitigation techniques as needed to prevent or mitigate catastrophic wildfire losses		Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.
Childhood sexual assault program development and implementation with members	Not Included	Not applicable.	Not applicable.	Not applicable.
Oversight of SIG's safety credit program with recommendations to enhance effectiveness of incentives with members to control loss exposures	ABD can provide a review and recommendations for enhancements to SIG's safety credit program.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.
IIPP development and implementation assistance as needed by members		Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.
OSHA compliance assistance as needed by members		Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.

Service	Notes	Contract Year	Second Year	Third Year
Development of disaster preparedness resources to assist members with COVID response or other potentially catastrophic exposures		Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.	Included in the Risk Control/ Claims Advocacy Hours Pool.
Assist with CAJPA and/or AGRIP accreditation processes	ABD assists with accreditation processes in the form of providing available data and information required when SIG completes the forms. For CAJPA accreditation, ABD can offer a bi-annual audit of workers' compensation claims of up to 65 claims coordinating with SIG on the required CAJPA sampling of member claims.	Included per notes	Included per notes	Included per notes

1. SIG requests flat fees and requires that all contingent income be waived to ensure SIG’s best interests are served.

ABD confirms that our compensation - our only compensation - will be the flat fee indicated in this RFP response. ABD will not accept and contingent income from any carrier for business placed on SIG’s behalf.

2. Please explain benchmarking to be implemented to identify program challenges and targeted solutions.

We have learned over the years that it can be very difficult to accurately compare (or “benchmark”) rates on a true “apples-to-apples” basis between public school JPAs. We often hear of JPA personnel discussing and comparing rates at various meetings and industry conferences. There are so many variables to consider including SIR levels, actuarial confidence levels, application of deductibles, coverage terms, and annual aggregate limits. Sometimes rates are quoted to include excess premiums only, while some quote to include SIR loss fund contributions and JPA administration expenses. Sometimes JPAs will use equity from one program to soften the rate increase blow to another program. Does the final rate quoted include equity support from another program?

Since we serve as broker for multiple JPAs, we can take a deeper dive into comparing rates. We can assist our clients by truly helping them compare metrics on an “apples-to-apples” basis, thus giving them a true picture of how they compare to their peers. In addition, the rate collection work we do internally significantly helps us in negotiations with underwriters and in recognizing when quotations just aren’t “making sense” relative to others.

3. What other services can the consultant provide to enhance SIG’s Risk Management efforts for optimal program cost efficiencies and performance?

As per outlined above table and cover letter, we are offering a bundled option for Section III, including:

- Services from Section I and,
- Services from Section II and,
- Partial services from Section III and,
- Up to 200 hours from our Risk Control/Claims Advocacy Hours Pool

ABD will not be submitting a stand-alone proposal for Section III.

We invite you to the Occupational Health & Safety and Workers’ Compensation page list of services [HERE](#) on our ABD website.



Appendix

1. Bidders must have a current insurance license issued by the California Department of Insurance. A copy of license is to be provided with response.

Please click [here](#) to be taken to copies of individual licenses of our core team.

2. Bidder must have at least five (5) years' experience working in a similar capacity for public school districts in California.

Confirmed.

3. No prior history of corrective action with the California Department of Insurance.

None.

Appendix

Team Member Bios

Mark Stokes

Senior Vice President

ABD Insurance and Financial Services
1435 N. McDowell Blvd. Suite 310
Petaluma, CA 94954
(707) 682-5319
mark.stokes@theabdteam.com



Mark leads the North Bay Office of ABD Insurance and Financial Services. He brings over 35 years of commercial insurance industry experience, where he spent the first 10 years on the carrier side specializing in the design and management of large alternative risk workers' compensation financial plans.

Mark joined the insurance broker community in 1994, where his focus continued on workers compensation and specifically self-insurance and high-deductible programs. He is a recognized thought-leader and designer of innovative risk management plans for public entities including school JPA's and school districts.

As the North Bay office leader, Mark is responsible for working with the service teams to help set strategic goals, delivery outstanding client service, and ensure engagement of high-quality risk management resources as needed.

James Wilkey

Senior Vice President

ABD Insurance and Financial Services
 1435 N. McDowell Blvd. Suite 310
 Petaluma, CA 94954
 (707) 302-6033
james.wilkey@theabdteam.com



Jim has been working as an insurance brokerage professional and risk management consultant since 1981. He has served as the President of the San Francisco Bay Area firm of Metzger & Wilkey, Executive Vice President of ABD Insurance & Financial Services, Senior Vice President of Wells Fargo Insurance Services, Senior Vice President of USI Insurance Services and now as Senior Vice President of ABD Insurance & Financial Services.

Throughout his 39-year career, Jim has managed a broad array of large and complex accounts including financial institutions, manufacturers, retirement communities and wineries. He has been actively working with California school JPA's since 1982, working closely with many public school pools and individual districts. Jim has assisted these school clients with program design, exposure and coverage analysis, MOC development, excess and reinsurance negotiation, contract review, and much more.

Work, Love, Play!

Jim received his B.A. from Stanford University in 1976.

Eileen Massa

Account Manager

ABD Insurance and Financial Services
 1435 N. McDowell Blvd. Suite 310
 Petaluma, CA 94954
 (707) 220-8303
 eileen.massa@theabdteam.com



Eileen is an Account Manager, serving as the primary contact for day-to-day administration and service needs, working closely with ABD's Property & Casualty clients' key staff. Eileen assists with the collection, organization and presentation of all information needed to provide the initial cost projection and coverage comparison analysis.

Eileen's responsibilities include overseeing all service requests to include policy change requests, coverage questions, requests for certificates of insurance, contract review requests, and coordination of account management, claims, risk control, and risk management services. Additionally, she assists with the collection of annual renewal underwriting data - consolidating it into a user-friendly submission for underwriter review and consideration. Eileen organizes quotations from insurance carriers and prepares comprehensive renewal presentation materials - once renewal options have been selected, oversees issuance of binders and receipt, reviews, and delivers insurance policies.

Eileen is a 27-year insurance industry veteran. During her career, she has been involved in a wide array of activities, ranging from supervisory management and brokering activities including coverage and contract review, submission and proposal presentation, policy review, insurance summary preparation, general client communication, and the placement of all lines of property and casualty insurance.

Jennet Horder

Senior Claims Consultant

ABD Insurance and Financial Services
 1435 N. McDowell Blvd. Suite 310
 Petaluma, CA 94954
 (707) 494-3502
 jennet.horder@theabdteam.com



Jennet brings over 25 years of experience to her role as Senior Claims Consultant for ABD, where she advises employers and broker personnel in the application of various commercial lines and workers' compensation laws, rules, and regulations. Prior to joining ABD, Jennet acted as Commercial Lines Manager for USI Insurance Services, where she provided oversight for client deliverables including retention strategies, coverage issues, and customer relations.

She also lead the establishment of an Employers School that included workshops, forums, and seminars for beginning and advanced workers' compensation, supervisor training, return to work, and safety plans. She created and instructed a California Workers' Compensation Examiner class consisting of 60 hours of course presentation on the application of Workers' Compensation laws for claims administrators focusing on critical thinking skills, labor codes, rules and regulations, and the California educational code.

Work, Love, Play!

Jennet has a B.A. in Management and International Management from Sonoma State University.

Designations

- WC SIP – Certificate of Self-Insurance, Workers' Compensation
- Fire and Casualty License
- Workers' Compensation Claims Administration Designation
- Evaluations & Negotiations Certificate
- Commercial Lines Coverage Specialist Designation

Scott Rhymes

VP, Risk Control Services Occupational Health and Safety

ABD Insurance and Financial Services
1435 N. McDowell Blvd., Suite 310
Petaluma, CA 94954
(707) 515-7664
scott.rhymes@theabdteam.com



As ABD's Senior Risk Control Consultant, Scott provides risk control and safety consulting services to clients designed to lower our client's total cost of risk. By focusing on the client's overall safety systems and culture, Scott partners with clients to increase safety awareness and reduce occupational exposures.

Scott has over 20 years of experience in the occupational health and safety field with expertise in directing occupational health and safety programs for large municipal infrastructure and transit systems, manufacturing, and working as a risk control consultant for several insurance brokerages. Scott is a regular guest speaker at local industry group meetings and university certificate programs.

Industry specialties include:

- Oil and Gas
- Construction
- Manufacturing
- K-12 Schools
- Municipalities
- Waste Haulers
- Technology
- Transportation
- Food and Beverage
- Agriculture and Wineries
- Hospitality
- Property Management

Certifications

- Associate Risk Manager (ARM)
- Certified Industrial Hygienist (CIH)
- Certified Safety Professional (CSP)
- Occupational Health and Safety Technologist (OHST)
- Associate Safety Professional (ASP)
- Registered Environmental Health Specialist (REHS)
- OSHA 40-Hour Hazardous Waste Management Certification
- OSHA 10/30-hour certified outreach trainer
- CA Department of Insurance - Property and Casualty License

Work, Love, Play!

Scott holds his master's degree in Environmental and Occupational Health from California State University at Northridge where he specialized in safety systems and industrial hygiene.

Tracy Tenorio

CIC, CRM

SVP, Account Executive

ABD Insurance and Financial Services
450 Sansome St. Suite 300
San Francisco, CA 94404
(415) 987-0488
tracy.tenorio@theabdteam.com



Tracy has 23 years of experience working with companies with global exposures in the Technology industry. Her experience includes all areas of Property and Casualty placements and strategy.

She has also spent the last decade specializing in Technology Errors & Omissions and Cyber Liability, providing consultative exposure identification, analysis, and insurance risk transfer solutions to companies of all sizes ranging from emerging technology to Fortune 500.

Work, Love, Play!

Tracy was named a Power Broker by Risk & Insurance Magazine in the Telecommunications category.

Tracy is a graduate of Golden Gate University with a BA in Business Administration.

Sally Bracho

SVP, Contract Specialist

ABD Insurance and Financial Services
777 Mariners Island Blvd., Suite 250
San Mateo, CA 94404
(650) 763-8285
sally.bracho@theabdteam.com



Sally brings nearly 40 years of experience to the insurance industry in P&C claims and contract management.

Sally began her insurance career as a liability adjuster with various carriers and eventually as a liability claims manager for an independent adjuster firm. Sally has a tremendous amount of experience working with different types of clients in a variety of industries and sizes to help manage contracts, including international supply chain contracts.

Prior to joining the ABD Team, Sally was an Insurance Services Contract Specialist for Wells Fargo Insurance.

Work, Love, Play!

Sally holds a BA from UC Irvine and a JD from Golden Gate University.

Erica Audiss

Account Coordinator

ABD Insurance and Financial Services
1435 N. McDowell Blvd. Suite 310
Petaluma, CA 94954
(707) 877-4737
erica.audiss@theabdteam.com



Erica joined ABD in November 2019 as an Account Coordinator in the Property & Casualty Group. As an Account Coordinator, she works hand-in-hand with the Account Manager and Account Executive on all overall support and client services. She brings over five years of insurance industry experience to her role and is committed to providing quality and efficient services to all clients.

Work, Love, Play!

Erica earned her Bachelor of Science in Criminal Justice at Sacramento State University and has successfully completed the Commercial Lines Coverage Specialist program to receive her CLCS Designation.

Team Member Licenses

California Department of Insurance

MARK WILLIAM STOKES

License # 0B40119

Pursuant to the requirements of the State of California Insurance Code,
MARK WILLIAM STOKES is authorized to act in the following capacity:

License

Resident Insurance Producer

Qualifications

Casualty Broker-Agent

Property Broker-Agent

Effective Date

06/08/1994

Expiration Date

06/30/2022

Business Address: 777 Mariners Island Blvd Ste 250, San Mateo, California 944045088



Ricardo Lara, Insurance Commissioner

California Department of Insurance

JAMES RICHARD WILKEY

License # 0682430

Pursuant to the requirements of the State of California Insurance Code,
JAMES RICHARD WILKEY is authorized to act in the following capacity:

<u>License</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Resident Insurance Producer	11/10/1982	01/31/2022
<u>Qualifications</u>		
Accident and Health Agent	12/20/1985	
Casualty Broker-Agent	11/10/1982	
Life-Only Agent	12/20/1985	
Property Broker-Agent	11/10/1982	

Business Address: 1435 N. McDowell Blvd., Suite 310, Petaluma, California 94954



Ricardo Lara, Insurance Commissioner





Resident Insurance Producer
 Casualty Broker-Agent, Property Broker-Agent

EILEEN MARIE MASSA
 1212 EARDLEY CT
 SANTA ROSA, CA 95401-6602


is authorized to transact business as described above

License No: 0E51408

Issue Date: 07-23-2004

Expiration Date: 07-31-2022

Generated by Sircon 218385833

<p>California Department of Insurance THIS IS TO CERTIFY THAT</p>  <p>EILEEN MARIE MASSA 1212 EARDLEY CT, SANTA ROSA, CA 95401-6602</p> <p>LICENSE NUMBER: 0E51408</p>	<p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p>Resident Insurance Producer Casualty Broker-Agent, Property Broker-Agent</p> <p>Issue Date: 07-23-2004 Expiration Date: 07-31-2022</p> <p>Generated by Sircon 218385833</p>
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California Department of Insurance

JENNET MARIE HORDER

License # 0B65079

Pursuant to the requirements of the State of California Insurance Code,
JENNET MARIE HORDER is authorized to act in the following capacity:

License

Resident Insurance Producer

Qualifications

Casualty Broker-Agent

Property Broker-Agent

Effective Date

12/05/2007

Expiration Date

09/30/2021

Business Address: 245 San Marino Ave, Vallejo, California 945892653



Ricardo Lara, Insurance Commissioner

California Department of Insurance

SCOTT MICHAEL RHYMES

License # 0E79121

Pursuant to the requirements of the State of California Insurance Code,
SCOTT MICHAEL RHYMES is authorized to act in the following capacity:

License

Resident Insurance Producer

Qualifications

Casualty Broker-Agent

Property Broker-Agent

Effective Date

05/10/2005

Expiration Date

05/31/2021

05/10/2005

05/10/2005

Business Address: 201 Mission St, Ste 1100, San Francisco, California 94105



Ricardo Lara, Insurance Commissioner

California Department of Insurance

ERICA AUDISS

License # 0L11834

Pursuant to the requirements of the State of California Insurance Code,
ERICA AUDISS is authorized to act in the following capacity:

License

Resident Insurance Producer

Qualifications

Casualty Broker-Agent

Property Broker-Agent

Effective Date

09/12/2016

09/12/2016

09/12/2016

Expiration Date

09/30/2022

Business Address: 1435 N Mcdowell Blvd Ste 320, Petaluma, California 949546547



Ricardo Lara, Insurance Commissioner



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About ABD. ABD is a consulting firm providing risk management, insurance brokerage, human resources, and retirement consulting services. Our advisors offer guidance and craft innovative solutions to help address risk for clients of varying sizes, growth stages and industries.



Schools Insurance Group

Safety Credit Program

2020-2021

The Safety Credit amounts are calculated by district based on the following formula:

- \$.03 per hundred of the Workers’ Compensation projected 2020-2021 payroll
- 1% of the District’s contribution to the self-insured layer of the funding model for Property/Liability.
- **\$50,000 grant from Safety National for SAM Loss Prevention (applied only to P/L members)

Program	Activities (Proof must be submitted to SIG no later than June 1, 2021)	Points Allowed
Property/Liability	<p>Scheduling two of the following activities will satisfy this requirement</p> <ul style="list-style-type: none"> • Loss prevention workshop with Leadership or Classified staff, Coaches or Teachers/paraeducators on Risk Management topics, intended to prevent or mitigate accidents/injuries on District property, cyber breaches, or the potential abuse of students. (Note: live event can be provided in person or via Zoom platform.) • Certified playground safety inspections. • Wildfire Exposure mitigation consultation with SPA resources. • Implement an abuse/bullying/ violence reporting app to confidentially provide knowledge of potentially harmful situations to enable early intervention. SIG has a master contract with StopIT, however each district can choose their preferred vendor** • Utilize training and/or resources from SIG’s Abuse and Molestation Prevention Toolkit ** <p>**Safety National grant funding applies specifically to this area</p>	50
Workers Compensation	<p>Scheduling two of the following activities will satisfy this requirement</p> <ul style="list-style-type: none"> • Workshop with Certificated or Classified staff on topics related to employee safety(live event can be provided in person or via Zoom platform) • Injury and Illness Prevention Plan (IIPP) Development or update • Attend two (2) or more workshops conducted by Patti Eyres on topics such as Interactive Process, Leave Accommodation, Employment Practices, or other related area. • Assign up to four (4) online trainings through PublicSchool WORKS on topics such as Trips/Falls, Proper Lifting, OSHA compliance, or other topics intended to prevent or mitigate employee injuries 	50
Total points available		100



April 12, 2021

To: See Chart Below
 Re: School Risk and Insurance Management Group (SIG)
 Broker of Record Appointment
 See Chart below for carrier information

To whom it may concern:

Effective immediately, we have appointed ABD Insurance and Financial Services, located at 777 Mariners Island Blvd. #250, San Mateo, CA 94404 as our exclusive insurance broker and representative. Please immediately make available to them any and all information and documents pertaining to our insurance program.

This authority empowers ABD Insurance and Financial Services to negotiate on our behalf all matters affecting our insurance program including those which may precede this appointment.

Any deficiencies, errors or omissions created or caused by previous insurance brokers or representatives shall not be ABD Insurance and Financial Services' responsibility, and in making this appointment we relieve them from such liability.

This appointment rescinds all previous appointments and shall remain in full force until canceled in writing by a duly authorized representative of this company. *We direct you to waive any customary waiting period as we will not be issuing a rescinding letter.*

Sincerely,


 Cindy Wilkerson
 Executive Director

Carriers and Products included in this Broker of Record appointment letter:

Carrier	Policy	Product	Renewal Date
Safety National	SP4062961	Excess workers' compensation	7/1/2020 - 7/1/2022
Safety National	SGL0002020/SAL0002020	Excess liability	7/1/2020 - 7/1/2021
Nat'l Union Fire Ins. Co. of Pittsburgh, PA	01-541-47-72	Crime	7/1/2020 - 7/1/2021
Endurance Assurance Corp.	NAN6033092	Non-owned Aviation	7/1/2020 - 7/1/2021
Beazley / Lloyds Syn. 2632/623	W1E764200401	Cyber	7/1/2020 - 7/1/2021
AXA XL / Lloyds Syn. 2632/623	MTE9041381	Excess Cyber	7/1/2020 - 7/1/2021

4/16/2021

To: See Chart Below
Re: School Risk and Insurance Management Group (SIG)
Broker of Record Appointment
See Chart below for carrier information


To whom it may concern:

Effective immediately, we have appointed ABD Insurance and Financial Services, located at 777 Mariners Island Blvd. #250, San Mateo, CA 94404 as our exclusive insurance broker and representative. Please immediately make available to them any and all information and documents pertaining to our insurance program.

This authority empowers ABD Insurance and Financial Services to negotiate on our behalf all matters affecting our insurance program including those which may precede this appointment. Any deficiencies, errors or omissions created or caused by previous insurance brokers, wholesalers or representatives shall not be ABD Insurance and Financial Services' responsibility, and in making this appointment we relieve them from such liability. As ABD Insurance & Financial Services, Inc. has direct access to Safety National, this Broker of Record letter is to replace both the prior retail broker Woodruff Sawyer & Company and their appointed wholesaler, AmWins Brokerage. As of April 12, 2021, School Risk and Insurance Management Group (SIG) has entered into an exclusive Broker Agreement with ABD Insurance & Financial Services, Inc.

This appointment rescinds all previous appointments and shall remain in full force until canceled in writing by a duly authorized representative of this company. ***We direct you to waive any customary waiting period as we will not be issuing a rescinding letter. It is necessary to waive the waiting period so that certificates of insurance may be issued and other business may be conducted as needed by SIG members.***

Sincerely,


Cindy Wilkerson
Executive Director

Carriers, Wholesalers and Products included in this BOR:

Carrier	Policy	Product	Renewal Date
Safety National / AmWins	SP4062961	Excess workers' compensation	7/1/2020 - 7/1/2022
Safety National / AmWins	SGL0002020/SAL0002020	Excess liability	7/1/2020 - 7/1/2021

Executive Committee Special Meeting

April 21, 2021

Closed Session

The Executive Committee members will adjourn to closed session pursuant to Government Code Section 94946.95 to consider the following matters:

C.1. Government Code Section 54957: Public Employee

Appointment/Employment: Risk/Safety Coordinator

Attachments: 2020-2021 Salary Schedule

Handouts: Risk/Safety Coordinator job description, Candidate's resume, Updated SIG org chart

The termination of Woodruff Sawyer's contract translated to SIG losing three full-time support positions. After careful review by the Administrative Subcommittee, considering available resources through new claims management and broker/risk management partners, the Executive Committee approved the hiring of two new positions for SIG. One of these positions is that of a Risk/Safety Coordinator.

The opening was posted on the job boards for CAJPA, PARMA, ASSE, PRIMA, and Indeed to ensure a qualified pool of applicants. SIG received a total of 30 responses, filtered down to 8 who were initially interviewed.

Based upon initial interviews, three applicants progressed to an interview by an adhoc interview panel consisting of SIG staff, SIG JPB members, and ABD's senior loss control representative Scott Rymes. Each candidate was asked the same questions, and one candidate clearly stood out.

This preferred candidate is highly qualified and has extensive safety experience, however may require some additional training related to risk management and loss prevention programs. SIG can use some of the risk management hours allocated by ABD to provide this training, as well as utilizing other industry resources.

Handouts will be provided for review prior to the meeting.

Fiscal impact: Additional \$23,756.61 for 2020-2021

Timeline: Anticipated hire date April 22, 2021

Strategic Plan: Strategic Goal 5: Member Education Resources, Initiative 5.5 Workers Compensation Programs - Specific

Recommendation: Approve the preferred candidate to be appointed to the position of Risk/Safety Coordinator

SIG SALARY SCHEDULE 2020-21

Option 2: Added Risk/Safety Coordinator & Assistant effective 4/22/21

Additional Cost:
Add 4/22/21

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer					
\$ 91,856	\$ 96,449	\$ 101,271	\$ 106,334	\$ 111,651	\$ 117,233
Director					
\$ 89,669	\$ 94,152	\$ 98,860	\$ 103,803	\$ 108,993	\$ 114,443
Manager					
\$ 82,810	\$ 86,950	\$ 91,298	\$ 95,862	\$ 100,656	\$ 105,688
Risk/Safety Coordinator					
74,282	78,192	82,307	86,639	91,199	95,999
Analyst					
\$ 54,570	\$ 57,298	\$ 60,163	\$ 63,172	\$ 66,330	\$ 69,646
Assistant					
41,472	43,546	45,723	48,009	50,409	52,930

Added

Added

	EBT	WC	PL
\$23,756.61		\$ 5,939.15	\$17,817.46
\$10,262.94	\$4,105.18	\$ 3,592.03	\$ 2,565.73
<u>\$34,019.55</u>			

Benefit Cap is \$687 per month
 \$50,000 Term Life Insurance Paid by SIG
 Full Retirement at Age 55, to include 2% times the years of service

*Manager: Member Services & Wellness Manager, Benefits Administrator, and
 Workers Compensation Program Manager*
Added Risk/Safety Coordinator
Analyst: Accounting/Benefits Analyst and Administrative Analyst
Added Assistant band

Executive Committee Special Meeting

April 21, 2021

Closed Session

The Executive Committee members will adjourn to closed session pursuant to Government Code Section 94946.95 to consider the following matters:

C.2. Government Code Section 54957: Public Employee Appointment/Employment: Administrative Assistant

Attachments: 2020-2021 Salary Schedule

Handouts: Administrative Assistant job description, Candidate's resume, Updated SIG org chart

The termination of Woodruff Sawyer's contract translated to SIG losing three full-time support positions. After careful review by the Administrative Subcommittee, considering available resources through new claims management and broker/risk management partners, the Executive Committee approved the hiring of two new positions for SIG. One of these positions is that of an Administrative Assistant to provide enhanced support to SIG staff members as they assume some of the tasks previously performed by Woodruff Sawyer.

The opening was posted on Indeed to ensure a large pool of qualified applicants. SIG received a total of 82 responses, filtered down to 5 who were initially interviewed.

Based upon these initial interviews, three applicants progressed to an interview with SIG staff. Each candidate was asked the same questions. Although two candidates were highly qualified, the panel eventually settled on one to recommend.

This preferred candidate has excellent customer service experience that will translate to supporting SIG's members well. In addition, the preferred candidate scored "highly proficient" in proofreading and Excel assessments through Indeed.

Handouts will be provided for review prior to the meeting.

Fiscal impact: Additional \$10,262.94 for 2020-2021

Timeline: Anticipated hire date April 22, 2021

Strategic Plan: Strategic Goal 1: Member Communication and Engagement

Recommendation: Approve the preferred candidate to be appointed to the position of Administrative Assistant



Executive Committee Meeting

April 21, 2021

E. ACTION ITEMS

E.1. Public Employee Appointment/Employment: Risk/Safety Coordinator

Attachments: 2020-2021 Salary Schedule

SIG is adding two new positions to assume handling of tasks previously performed by Woodruff Sawyer. One of these is a Risk/Safety Coordinator to work with member districts to enhance safety and loss prevention as well as wildfire preparedness.

Out of a field of 30 applicants, one candidate will be appointed after discussion in closed session.

Fiscal impact: Additional \$23,756.61 in total costs for 2020-2021

Timeline: Anticipated hire date April 22, 2021

Strategic Plan: Strategic Goal 5: Member Education Resources, Initiative 5.5 Workers Compensation Programs - Specific

Recommendation: Appoint the recommended candidate to the position of Risk/Safety Coordinator

SIG SALARY SCHEDULE 2020-21

Option 2: Added Risk/Safety Coordinator & Assistant effective 4/22/21

Additional Cost:
Add 4/22/21

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Officer					
\$ 91,856	\$ 96,449	\$ 101,271	\$ 106,334	\$ 111,651	\$ 117,233
Director					
\$ 89,669	\$ 94,152	\$ 98,860	\$ 103,803	\$ 108,993	\$ 114,443
Manager					
\$ 82,810	\$ 86,950	\$ 91,298	\$ 95,862	\$ 100,656	\$ 105,688
Risk/Safety Coordinator					
74,282	78,192	82,307	86,639	91,199	95,999
Analyst					
\$ 54,570	\$ 57,298	\$ 60,163	\$ 63,172	\$ 66,330	\$ 69,646
Assistant					
41,472	43,546	45,723	48,009	50,409	52,930

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\$23,756.61		\$ 5,939.15	\$17,817.46
\$10,262.94	\$4,105.18	\$ 3,592.03	\$ 2,565.73
<u>\$34,019.55</u>			

Benefit Cap is \$687 per month
 \$50,000 Term Life Insurance Paid by SIG
 Full Retirement at Age 55, to include 2% times the years of service

*Manager: Member Services & Wellness Manager, Benefits Administrator, and
 Workers Compensation Program Manager*
Added Risk/Safety Coordinator
Analyst: Accounting/Benefits Analyst and Administrative Analyst
Added Assistant band



Executive Committee Meeting

April 21, 2021

E. ACTION ITEMS

E.2. Public Employee Appointment/Employment: Administrative Assistant

Attachments: 2020-2021 Salary Schedule

SIG is adding two new positions to assume handling of tasks previously performed by Woodruff Sawyer. One of these is an Administrative Assistant to support SIG staff with clerical and administrative tasks as they assume additional tasks.

Out of a field of 82 applicants, one candidate will be appointed after discussion in closed session.

Fiscal impact: Additional \$10,262.94 for 2020-2021

Timeline: Anticipated hire date April 22, 2021

Strategic Plan: Strategic Goal 1: Member Communication and Engagement

Recommendation: Appoint the recommended candidate to the position of Administrative Assistant.