

REQUEST FOR PROPOSAL

For

BENEFITS CONSULTING SERVICES

RFP #538



Oxnard Union High School District
309 South K Street
Oxnard, Ca. 93030
(805) 385-2500

REQUEST FOR PROPOSAL #538
BENEFITS CONSULTING SERVICES

Notice is hereby given that the Oxnard Union High School District (“District”) is inviting proposals from firms to provide Benefits Consulting Services as requested by the District.

A proposal form may be obtained from:

Deanna Rantz
Purchasing Director
Oxnard Union High School District
Purchasing Department
309 South K Street
Oxnard, Ca. 93030
Deanna.rantz@ouhsd.k12.ca.us

Proposal must be submitted in writing and marked with the proper proposal number on outside of the proposal packet. Deliver a proposal in two (2) sets, to the above address no later than **10:00 a.m., 11/5/15**. Proposals received after the above stated time and date will be returned to vendor unopened.

The Proposal shall be in accordance with Scope of Service, instructions and information contained in the proposal request package.

The District reserves the right to accept or reject any or all proposals or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the District. Responses shall remain valid and subject to acceptance anytime within ninety (90) days after the submission deadline, unless a longer period of time is mutually agreed to by the parties. Proposing firms are hereby made aware that the District will not reimburse costs for the preparation of the proposal to any proposing firm for any reason.

Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this RFP and that no person having any such interest shall be subcontracted in connection with this RFP, or employed by Respondent.

Respondent will take all necessary steps to avoid a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the proposal, in addition to whatever other remedies the District may have.

The District is an Equal Opportunity Affirmative Action Employer.

OXNARD UNION HIGH SCHOOL DISTRICT

By authority of the Governing Board of Oxnard Union High School District, Ventura County, State of California.

Date: 10/7/15
Publication Dates: 10/11/15 and 10/18/15
Website: <http://www.ouhsd.k12.ca.us/divisions/administrative-services/purchasing-warehousing/rfp/>

OXNARD UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES DIVISION

EXHIBIT "A"
REQUEST FOR PROPOSAL (RFP) #538
For BENEFITS CONSULTING SERVICES

INTRODUCTION

The Oxnard Union High School District is seeking to contract with a firm to provide benefits consulting services and GASB 45 reporting as requested by the District. The purpose of this request is to engage the services of a qualified consulting firm to calculate the District's actuarial computations for the proper valuation and reporting of GASB 43.

PROPOSAL INSTRUCTIONS

All proposals must be submitted with the completed Submittal Form (Exhibit B) and Proposer's Proposal Form (Exhibit C). Failure to attach Exhibit B and C may result in immediate rejection of the proposal. Proposals must be submitted by **10:00 a.m. on 11/5/15** to Deanna Rantz, Director of Purchasing, 309 South K Street, Oxnard, Ca. 93030. Proposals must be in writing and submitted in a sealed envelope, marked on the outside, "**OUHSD Request for Proposal #538 – Benefits Consulting Services.**" **Late submittals will not be accepted.** Necessary interviews will be arranged thereafter.

Each Proposal will be treated as confidential **until the deadline** of 10:00 a.m., 11/5/15. Thereafter, in keeping with the practice of the Oxnard Union High School District, each Proposal will be public.

DISTRICT RETIREE HEALTH CARE PLAN AND INFORMATION

Oxnard Union High School District information and details are located in Exhibit "D" ***Oxnard Union High School District Retiree Health Actuarial Valuation Report*** dated July 1, 2013.

EXPECTED SERVICES

Oxnard Union High School District is requesting proposals from firms to provide benefits consulting services as requested by the District. The firm would be retained to render reports, financial statements, consultations, representation before administrative bodies, and any other related matters as requested by the District. The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Proposers seeking to provide solutions within the requirements of the RFP. The proposal should provide a concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Consulting services are required in the following skill areas:

Health Plans:

- GASB 45 Reporting
- Valuation of Retiree Health Plans
- Provide Required Financial Statements
- Provide Cash Flow Forecasts
- Provide Plan Provisions and Actuarial Assumptions
- Provide Demographic Summary

A. PROPOSAL CONTENT

Each proposal must contain the following described elements or evidence that the Proposer meets or exceeds the requirements stated in the Request for Proposal. Proposals must be submitted in order listed below (items 1 – 10):

1. DESCRIPTION of COMPANY

The proposer shall describe its company on one 8 ½" x 11" page and include

- Name of Company (if a joint venture, name of joint venture and names of individual companies comprising the joint venture);
- Address of Corporate Headquarters;
- Telephone, Fax Number and Email Address of Contacts;
- Form of Company (i.e., sole proprietor, partnership, corporation);
- Date Company Formed or Incorporated;

- Company Principals Including President, Chairman, Vice President, Secretary, Chief Operation Officer, Chief Financial Officer, General Manager(s);
 - FEIN: Provide the Federal Employee Identification Number of the Proposer (or SSN in case of sole ownership); and
 - Licenses (to do business in the state of California)
2. **ACTUARIAL STANDARDS to be FOLLOWED**
- To meet the requirements of this RFP, the actuarial work shall be performed in conformity with the Actuarial Standards Board and financial standards generally accepted in the United States of America. Proposer shall describe its methodology and standards in this RFP.
3. **QUALIFICATIONS and EXPERIENCE**
- The Proposer should state the size of the firm, the size of the firm's actuarial staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis;
 - The Proposer shall specify if the Proposer is entering in a joint venture and if so, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal actuary should be noted; and
 - The Proposer shall identify principal management and supervisory staff and indicate status of each person's license to practice in the state of California.
4. **PRIOR ENGAGEMENTS with the DISTRICT**
- The Proposer should list all projects completed or in progress within the last five years with the Oxnard Union High School District. Proposer should indicate the scope of work, date, project partners, total hours, location of firm's office from which project was performed and the name and telephone number of the principal contract for the District.
5. **SIMILAR ENGAGEMENTS with OTHER GOVERNMENT ENTITIES**
- The Proposer should list the most significant actuarial engagements (maximum of 5) performed in the last five years that are similar to the scope listed in this RFP. The list should indicate the scope of work, date, engagement partners, total hours and the name and telephone number of the principal client contact.
6. **SPECIFIC ACTUARIAL APPROACH**
- The Proposer should set forth a work plan, including an explanation of the actuarial methodology to be followed to perform the services required in this RFP. The level of staff and number of hours to be assigned to the engagement shall be specified along with the level of onsite supervision that will be provided to actuarial staff on a daily basis.
7. **FINANCIAL STATEMENTS**
- The Proposer must provide its two most recent current fiscal years of audited financial statements as compiled by independent certified public accountants.
8. **LICENSE to PRACTICE in CALIFORNIA**
- An affirmative statement should be included that the firm and all assigned key professional staff are properly registered and licensed to practice in California. A copy of the Proposer's firm's license to practice as an actuary should be included in the proposal.
9. **LEGAL REQUIREMENTS**
- The Proposer should identify the legal structure of the Proposer (individual, corporation, partnership or other legal entity). If a partnership, identify the legal structure of each of the partnerships.
10. **COST PROPOSAL**
- The Proposer must submit Exhibit C in its entirety to be considered. The Proposer shall furnish, but not be limited to, labor, materials, equipment, supplies and expertise necessary to provide the actuarial services as outlined in this RFP. The cost proposal is one element of the evaluation criteria. The District reserves the right to make an award solely on its assessment, to reject any or all proposals and to not necessarily choose the lowest cost proposal; and
 - The Proposer proposes to perform the required services at the rates, inclusive of local travel and delivery, as detailed in Exhibit C.

B. AGREEMENT

The District requires all contractors to enter into an agreement for the duration of this project. A copy of such agreement is referenced in Exhibit E.

C. Employment and Discrimination Policy

Provide evidence that the Contractor complies with the intent of the “equal opportunity clause” as set forth in Form HEA-514 (4-69). Include evidence that the firm shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this contract, and, in the extent they shall be found to apply hereto, shall comply with the provisions of the California Fair Employment Practices Acts (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P. O. 88-352).

D. EVALUATION CRITERIA

Proposals will be evaluated on, but not limited to, the following factors:

- RFP CONFORMITY - Evaluated on the Proposer’s responses and preciseness of the proposal to the RFP specifications.
- SERVICE - Evidence of the ability to provide required services in a prompt and professional manner.
- PRICE – With the current economy price is a large factor.
- EXPERIENCE - Evidence that Proposer meets the specified experience requirements, including all required licenses.
- REFERENCES - Evaluated on responses from references.

E. DISTRICT’S RESERVATION OF RIGHTS

The District reserves the right to reject any or all proposals or waive any informalities in the proposal.

F. CONFLICTS OF INTEREST

No person (agent) performing services for Oxnard Union High School District who are authorized in his or her official capacity to perform such services shall accept or approve any contract or subcontract in connection with Oxnard Union High School District, directly or indirectly, or have any financial interest in such contract or subcontract other than his or her employment or retention by Oxnard Union High School District. This section also prohibits “apparent” conflicts of interest.

There can be a conflict of interest when a family member or business partner of an agent performing services for Oxnard Union High School District benefits from a contract with Oxnard Union High School District.

Such a conflict would arise when the agent, any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in any Oxnard Union High School District contract or subcontract.

For the purpose of this section, immediate family means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or first cousin.

G. AWARD OF CONTRACT

The contract shall be awarded upon approval of the Governing Board of the District. Execution of the contract documents shall constitute a written memorial thereof. **At time of award, a list of firm’s staff that has been assigned to the District must be submitted.**

H. TERM

The initial term of the agreement shall commence on approximately November 18, 2015, or upon Board of Trustees approval, and shall continue through June 30, 2016. Price shall remain firm for the term of the contract. The term may be extended in 1-year increments, up to no more than five (5) years, by mutual consent of both parties.

I. ERRORS in PROPOSAL DOCUMENTS

The District will not be responsible for errors or omissions on the part of the organization in the preparation of the proposal. The District reserves the right to reject any and all proposals or to waive any irregularities or informalities in the proposals. Requests for Proposal by the District do not, in any way, commit the District to award any contract.

J. TERMINATION for CONVENIENCE

The District may terminate this Contract, or any provision, at any time by notice in writing from the District to the Actuary. If the Contract is terminated by the District, the Actuary shall deliver to the District all finished or unfinished documents, data, studies and reports prepared by the Actuary under this contract.

Failure to comply with the above provisions may constitute grounds for immediate rejection of the proposal, in addition to whatever other remedies the District may have.

END OF SECTION

EXHIBIT "B"

SUBMITTAL FORM

OXNARD UNION HIGH SCHOOL DISTRICT

REQUEST FOR PROPOSAL #538 BENEFITS CONSULTING SERVICES

This form must be submitted with your RFP response package.

Name of Firm Submitting Proposal

Address

Telephone Number

Fax Number

Name of Authorized Representative

Title

Authorized Signature

Date

Type of Organization (check one):

____ Individual ____ Partnership ____ Corp, ____ Joint Venture ____ LLP

Please initial receipt of addenda (mandatory if addenda sent out)

Addenda _____

Date Established

Previous Business Names

California License Number

Expiration Date

EXHIBIT "C" PROPOSAL FORM

REQUEST FOR PROPOSAL #538 BENEFITS CONSULTING SERVICES

TO THE GOVERNING BOARD OF
OXNARD UNION HIGH
SCHOOL DISTRICT

DATE _____

PROPOSER _____

The undersigned, having carefully examined the Request for Proposal **#538 for Benefits Consulting Services** in Oxnard Union High School District, California, hereby proposes and agrees to furnish all tools, equipment services apparatus, facilities, transportation, labor and materials necessary to complete the service in strict conformity with the Request for Proposal at the following cost. *This page **MUST** be signed by authorized agent of the firm.

PROFESSIONAL FEES – (Proposed Team assigned to each category)

HOURLY RATES

- 1. \$ _____ Per hour rate for Principal Officers/Partners
- 2. \$ _____ Per hour rate for Managers
- 3. \$ _____ Per hour rate for Supervisory Staff
- 4. \$ _____ Per hour rate Staff
- 5. \$ _____ Per hour rate for Other (specify)
- 6. \$ _____ Per hour rate for Other (specify)

OTHER EXPENSES

- 7. \$ _____ Printing
- 8. \$ _____ Administrative Costs
- 9. \$ _____ Mileage rate (Other than travel to District)
- 10. \$ _____ Additional Professional Services (specify)

Firm: _____

Address: _____

Email: _____

Telephone Number: _____ Fax Number: _____

***Authorized Agent:** _____
Signature

Printed Name: _____

Title: _____

EXHIBIT "D"

Oxnard Union High School District Retiree Health Actuarial Valuation Report dated July 1, 2013

SEE ATTACHED PDF File

EXHIBIT "E"

Oxnard Union High School District Agreement



Oxnard Union High School District

Students first: every day, every school, every classroom.

SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this ____ day of __, 20 ____ by and between ____ District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Other _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
 - a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
 - b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the

Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).

Provider, at Provider’s sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider’s fees and costs incurred and their basis and any current balance owed. If no Provider’s fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in “Schedule of Fees” and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District’s standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.**

A. Termination for Default

Either the DISTRICT or CONSULTANT may terminate this Agreement upon seven (7) days advanced written notice to the other if there is a default by the other Party in its

performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to CM if: (a) CM becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by CONSULTANT or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CONSULTANT or any of CONSULTANT'S property on account of CONSULTANT'S insolvency; or (b) if CONSULTANT materially disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right to termination hereunder, the amount due CM, if any shall be based upon authorized services and reimbursable expenses incurred or provided prior the effective date of the DISTRICT'S termination of this Agreement.

B. District's Right to Suspend

The DISTRICT may, in its discretion, suspend all services to be provided hereunder without termination of this Agreement; provided, however, that if the DISTRICT shall suspend CONSULTANT'S services hereunder for a period exceeding sixty (60) consecutive days and such suspension shall not be caused by CONSULTANT or the acts or omissions of CONSULTANT, CONSULTANT may, at his/her sole discretion, elect to terminate this Agreement for the purpose of reassigning personnel to other projects. Such termination shall be effective seven (7) calendar days following CONSULTANT'S written notice of termination. In the event of such termination, notice shall be deemed given when received by DISTRICT or no later than three [3] days after the date of mailing, whichever is sooner.

C. District's Termination of Agreement for Convenience

The District may, at any time, upon fourteen (14) days advance written notice to Consultant, terminate this Agreement for the District's convenience without fault, neglect or default on part of CONSULTANT. In such event, the District shall make payment to CONSULTANT for services and/or authorized expenses provided through the date of termination.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally

recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,

- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

14. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

Workers’ Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers’ Compensation Insurance for all of the subcontractor’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider’s Workers’ Compensation Insurance.

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- Automobile Liability. If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
Architects	\$1,000,000.00 or \$2,000,000.00
Physicians and medical corporations	\$5,000,000.00

- Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$5,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> O ther: _____	\$ _____	\$ _____

Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement..

Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the district determines that the Provider will not constitute a health hazard to students.

Provider and all of its subcontractors are required to comply with Education Code section 49406, Examination for tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, officers, agents, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.

Provider and its subcontractors are not required to comply with Education Code section 49406, Examination for tuberculosis requirements.

17. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

18. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

19. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

20. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding

21. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).
- Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.
22. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
23. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
24. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
25. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
26. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
27. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute

one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

District

Provider

By:

Signature

Signature

Name

Name

Title

Title

Approved as to form:

Signature

Name
District Counsel

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

ADDITIONAL COSTS OF EXPENSES: