

**INDEPENDENT CONTRACTOR AGREEMENT FOR THIRD PARTY ADMINISTRATOR SERVICES
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
GEORGE HILLS COMPANY, INC.**

This Independent Contractor Agreement for Third Party Administrator Services ("Agreement") is made as of May 22, 2025, between the **San José Unified School District** ("District") and **George Hills Company, Inc.** ("Contractor" and/or "GH"), a S Corporation. The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District requires such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall furnish to the District liability and property claims adjusting and administration services as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Contractor shall commence providing services under this Agreement on **July 1, 2025** ("Effective Date"), and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **June 30, 2031**.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - 3.1. Signed Agreement
 - 3.2. Contractor Certification
 - 3.3. Insurance Certificates & Endorsements
 - 3.4. W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit B ("Schedule of Fees and Charges")**, on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00)** ("**Estimated Fee**"). District shall pay Contractor only for all undisputed amounts within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits

of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees.

8. Standard of Care.

- 8.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 8.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 8.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 8.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination.

- 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 11.2.1. material violation of this Agreement by the Contractor; or
 - 11.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 11.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 11.3. **With Cause by Contractor.** The Contractor has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Contractor. Such termination shall be effective after receipt of written notice from Contractor to the District.
 - 11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
 - 11.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.
12. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Consultant's performance of the Services impossible, and that event was not reasonably foreseeable at the time Contractor executed this Agreement.
 13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
 14. **Release.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Contractor to enter upon and into the District's site(s) or property(ies) ("Premises"). Contractor further acknowledges that Contractor's use of the Premises may result in Contractor's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). Contractor further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.
 15. **Insurance.**
 - 15.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of

bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor’s performance of any portion of the Services. (Form CG 0001 and CA 0001)

- 15.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 3,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000
Cyber Liability	
Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

- 15.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 15.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
 - 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 15.2.3. An endorsement stating that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

17. **Compliance with Applicable Laws.** In performing services under this Agreement, Contractor shall comply with all applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached

as Exhibit D when Contractor submits this Agreement to the District. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Contractor is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19). Contractor or Site Coordinators must sign-in and sign-out at the front office using the District approved visitor system. Failure to sign-in and sign-out will be considered a non-service/non billable day.
20. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Contractor not a Public Official.** Neither GH, nor any employee of GH, is a "public official" for purposes of Government Code §§ 87200 et seq. GH conducts research and arrives at conclusions, provides advice, recommendation, or counsel independent of the control and direction of the District or any official of the District, other than normal contract monitoring. In addition, GH possesses no authority with respect to any District decision beyond these conclusions, advice, recommendation, or counsel.
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
23. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
24. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

- 24.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
- 24.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Consultant to satisfy the District's request.
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information such as data, documents, discussions, or other information developed or received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either electronic mail, personally delivered or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Client: San José Unified School District

Attn: Risk Management
855 Lenzen Avenue
San Jose, CA 95126
Email: RiskManagement@sjusd.org

George Hills Company, Inc.

Attn: John Chaquica, CEO
PO Box 278
Rancho Cordova, CA. 95741
E-Mail: John.Chaquica@GeorgeHills.com

Copy to:

Attn: Purchasing & Contract Management
855 Lenzen Avenue
San Jose, CA 95126
Email: Purchasing@sjusd.org

Copy to:

Attn: Chris Shaffer, COO
PO Box 278
Rancho Cordova, CA, 95741
Email: Chris.Shaffer@georgehills.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
31. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
32. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.

- 33. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 34. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date that is later of the two dates set forth below.

San José Unified School District

Date:

By:

Tracy Morrison
Director, Procurement

Initial


George Hills Company, Inc.

Date: 6/16/2025

By:

Chris Shaffer
Chief Operating Officer

DocuSigned by:
Chris Shaffer
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EXHIBIT A**SCOPE OF SERVICES**

Services to be provided by GH on behalf of DISTRICT may include some or all of the following:

I. SERVICES INCLUDED IN THE AGREEMENT**A. General Administrative Services**

Throughout each year GH performs numerous functions which support claims administration on behalf of the District, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new DISTRICT 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) Claims Management Information System (“CMIS”) Services and Reports
 - a. Access to CMIS and training.
 - b. A monthly listing of open claims, showing expense categories, reserves, and total incurred.
 - c. Monthly claim summary reports.
 - d. Monthly hours and claims data detail for billing.
 - e. Providing loss run data and required reports.
 - f. Access to GH Client Portal.
- 2) Providing annual reports to outside agencies.
- 3) Filing of regulatory reports (such as 1099, W-9, etc.).
- 4) Trust Account
 - a. Establish and maintain a trust account to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust account shall be determined by DISTRICT.
 - b. If the trust account is set-up with the GH preferred bank—California Bank and Trust, GH covers the cost of Positive Pay and Payee Match.
 - c. If the DISTRICT prefers an alternate bank, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
 - d. New bank account set up (signature cards, test checks, online access, set up bank in CXP).
 - e. Discussion and agreement on the approval process.
 - f. Preparation of W-9.
 - g. Process checks weekly.
 - h. Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
 - i. Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
 - j. Submit monthly check registers of all transactions.
 - k. Monitor account balance and prepare replenishment requests monthly. Where replenishment of the account is required more than once per month, an additional administration fee may be required.
 - l. Monthly bank reconciliation (prepared and sent to DISTRICT).
 - m. Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).
 - n. Respond to special funding requests arising out of the settlement of a claim or case and funding thresholds as defined in the Claim Handling Instructions. In the event that more than two special funding requests are required in a month, an additional fee will apply.
- 5) Certificates of insurance as required by the Agreement.
- 6) Annual Service
 - a. Respond to outside financial auditors.
 - b. Provide reports to DISTRICT actuaries and claims auditors.
 - c. Submit GH SSAE 16 reports, or the current equivalent.
 - d. Providing annual reports to outside agencies.
 - e. Filing of regulatory reports such as 1099, W-9, etc.
- 7) Account Management

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 DISTRICT losses but not to include extraordinary investigative services outside the expertise of GH.
- 3) In the event DISTRICT or other agency conducts any investigation, and upon DISTRICT's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
- 4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 5) Undertake items of investigation requiring special handling for DISTRICT at the direction of the DISTRICT'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 DISTRICT 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 DISTRICT when DISTRICT 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 DISTRICT 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 Exhibit C)
- 12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. Litigation Support Services

- 1) Upon notification by the DISTRICT that litigation has been filed naming DISTRICT or any of its members, GH shall follow the instructions outlined in the DISTRICT Expressed Scope of Work Instructions form. GH will work collaboratively with DISTRICT to post all legal payments and expenses and to ensure that all financial activities related to the case are recorded in the system for inclusion on a formal loss run which will be provided to the DISTRICT.
- 2) The CMIS operated by GH will serve as the repository for the DISTRICT's legal file pertaining to the litigation.
- 3) GH will collaborate with the DISTRICT to ensure that there is a process such that the file contents include the following documents and information:
 - a. Operative Summons and Complaint
 - b. Case evaluations from defense counsel
 - c. A summary or copy of any discovery motions
 - d. Summary of discovery efforts and evidence obtained
 - e. Expert Witness Reports and summary of expected testimony
 - f. A summary or copy of dispositive motions

- g. Mediation or settlement conference statements of all parties
- h. Settlement demands or offers from any party
- i. A copy of any Judgment, arbitration award, or Jury verdict
- j. Any Court order of significance to liability in the case
- k. Appellate documents including open and responsive briefs and opinions or decisions issued by the Court.

E. Litigation Management and Support Services (optional)

- 1) Claims Processors, Adjusters and/or Supervisors will perform the following services in relation to litigated, or to-be-litigated, claims:
 - a. Upon notification by the DISTRICT that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the DISTRICT Expressed Scope of Work Instructions form.
 - b. Work cooperatively with the DISTRICT in choosing outside counsel from approved panel and assist defense counsel in on-going litigation defense efforts.
 - c. Obtain and maintain a Litigation Plan and Budget.
 - d. Review legal bills in connection with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services in cooperation with the DISTRICT.
 - e. 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.
 - f. Assist in responding to discovery or preparing discovery.
 - g. At the request of the DISTRICT, attend mandatory settlement conferences on behalf of DISTRICT.
 - h. Appear on behalf of DISTRICT in small claims actions filed against DISTRICT on open claims handled by GH.
 - i. Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation, discovery, and case strategy with counsel.
 - j. Cooperate with counsel and litigation manager as a team with an open communication approach on each case to obtain the most economical and best result for the DISTRICT.
- 2) Litigation Managers may perform the following services:
 - a. For designated claims identified as having a complex nature or potential high level of exposure, including coverage issues:
 - Review to determine proper handling throughout the life of the claim and/or litigation
 - Assess excess coverage reporting requirements and potential issues related to coverage and advise GH personnel of the need for reporting
 - Identify the need for evidence preservation including scope and duration
 - Assess need for early intervention by and assignment to defense counsel where appropriate
 - Assess need for early retention and evaluation by expert witnesses
 - Review case evaluations, correspondence and status reports forwarded by defense counsel to advise DISTRICT on proper handling including settlement, trial, and/or appellate work
 - Monitor the case and advise on updating reserves and financial information on the file to maintain current and accurate loss information
 - Provide advice on and/or assign defense counsel and ensure that a plan of action, budget, and evaluation of the case is prepared and maintained on designated cases
 - Obtain, review, and analyze status reports of defense counsel and participate in selection of strategy, need for motions, retention of experts, trial preparation and trial, and appellate work
 - Cooperate with counsel, claims supervisor and adjuster as a team with an open communication approach on each case to obtain the most economical and best result for the DISTRICT
 - Appear at mediations and settlement conferences
 - b. For non-claims related matters:
 - Evaluate defense attorney case load and areas of practice to ensure consistent handling between cases with similar subject matter

- Where appropriate, will analyze the work of defense counsel and participate in the selection of new counsel or correction of existing counsel where appropriate
- Provide input on the selection and retention of new defense counsel whether to retain off-panel counsel for a specific claim or case, or through participation in the RFP process whereby new firms and/or attorneys are added to the County's defense attorney panel.
- Provide independent analysis of risk exposure not only based on education, training, and experience the Litigation Managers, but also based on litigation trends across the state for similar cases, incidents, and legal issues.

F. Reports and Procedures

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide DISTRICT with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
- 2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this Agreement shall be DISTRICT's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the DISTRICT is the property of GH. Additional copies of original reports, documents, and data requested by DISTRICT will be at DISTRICT's expense in accordance with this agreement.
- 3) GH agrees that the DISTRICT has access and the right to audit and reproduce any of the GH's relevant records to ensure that the DISTRICT is receiving all services to which the DISTRICT is entitled under this Agreement or for any purpose relating to the Agreement.

G. Data

- 1) Utilize GH's claims management information system. DISTRICT will be provided "read-only" access to the claims system. "Read-write" access may be obtained at the DISTRICT's additional expense.
- 2) Record all claim information including all financial data.
- 3) Provide DISTRICT and broker Read only on-line access to the claims data system (up to five users), if desired by DISTRICT.
- 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 DISTRICT 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 DISTRICT.

H. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with DISTRICT to review and discuss the DISTRICT'S claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR. GH will attend four (4) claims review meetings annually with two (2) of the meetings to be attended in-person and an agreed upon location and two (2) of the meetings to be held remotely by phone or video conference.

I. 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 DISTRICT.
- 2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
- 3) Submit monthly check registers of all transactions made for the period.
- 4) Complete or update "Preferred Method of Check Processing" for check processing options.
- 5) Approval process shall be documented in the DISTRICT Expressed Scope of Work Standards and Instruction Form.
- 6) GH will provide monthly bank reconciliation reports to DISTRICT for audit purposes.

J. Third Party Subrogation Services

In any claim in which the DISTRICT is alleged to be liable or case in which the DISTRICT is a named defendant, GH will identify additional parties to that dispute which may also bear responsibility or liability for the damages claimed by the claimant(s) and/or plaintiff(s). Where additional individuals or entities are identified as having some responsibility, GH will perform the following services:

- 1) Identify to the DISTRICT, the additional individuals or entities and the basis for potential liability.
- 2) Prepare and file a claim with each identified individual or entity.
- 3) As applicable, tender defense to or seek recovery from any identified individual or entity.
- 4) With DISTRICT's prior approval and with the assistance of counsel, GH will prepare and file, or caused to be prepared and filed, any necessary litigation required to affect the claim of recovery on behalf of the DISTRICT.
- 5) Manage litigation related to such claims or cases made to or filed against the other individual or entity.
- 6) All costs and expenses of litigation filed pursuant to this section, including attorney fees for outside counsel where necessary and approved, will be paid by the DISTRICT.

K. First Party Subrogation Services

In the event that the DISTRICT assigns first party subrogation claims to GH, DISTRICT shall identify damages it has sustained which have a value of \$1,000 or greater and for which any individual or entity is believed to be liable or responsible, the following may be performed:

- 1) DISTRICT may authorize GH to act as a representative of the DISTRICT for the investigation, adjustment, processing, supervision, and evaluation of an ultimate recovery of potential money from the identified individuals or entities.
- 2) With prior approval of the DISTRICT, GH may engage the services of one of the DISTRICT's litigation attorneys to consult, review, and determine the best legal strategy available leading to recovery for the DISTRICT. Upon determination by the attorney that a civil action is in the best interest of the DISTRICT, GH will notify the DISTRICT and obtain authorization to initiate litigation in accordance with the recommendations of the DISTRICT and its attorney.
- 3) Where GH is able to recover money from an identified individual or entity, in addition to any other compensation identified in this Agreement, DISTRICT will pay a Subrogation Fee in the amount of 30% of the gross amount recovered for each recovery obtained by GH. The minimum amount to be paid to GH will be \$250 per claim upon recovery. However, GH has the authority to reject any claim for any reason, relieving the DISTRICT of any fiscal responsibility for rejected claims only. The amounts due under this section shall be invoiced to the DISTRICT on a monthly basis following receipt of the recovery payment from the at-fault party.
- 4) While GH is handling a subrogation claim for the DISTRICT pursuant to the terms of this Agreement, and the institution of a civil action is determined by the DISTRICT to be the best course of action, DISTRICT may elect to, at DISTRICT's expense, recall the claim to the DISTRICT's control so that DISTRICT may pursue recovery in a manner in the best interest of the DISTRICT. In the event the DISTRICT recalls the claim as indicated above, or terminates the services of GH for any reason, DISTRICT shall be responsible for payment to GH for any and all time and expense incurred by GH's subrogation claim adjuster, and/or subrogation division staff, up to the time wherein the claim has been recalled by the DISTRICT.
- 5) Where requested, GH shall consult with DISTRICT on claims and other related matters not specifically assigned to GH for handling under this Agreement.
- 6) GH reserves the right to cease working on any claim whereas information has not been made available to GH within one hundred twenty (120) days after GH has submitted the information and/or documentation to the DISTRICT, at such time, the claim will be closed.
- 7) 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 DISTRICT shall pay GH for all expenses and time spent, to date, on any claims(s) currently open and recovery in process. Payment shall be based on the current hourly rate of GH. GH will submit final invoice within five (5) business days of termination.

- 8) Costs and Expenses: All costs and expenses arising out of or connected to any claim or lawsuit filed pursuant to this Agreement, including attorney fees for outside counsel where necessary and approved, will be paid by the DISTRICT.
 - a) Where GH is requested to appear in small claims court to pursue the recovery of funds, each appearance will incur an additional fee of \$250.
 - b) Where GH personnel appear in the same court on the same day for more than one claim, GH will charge a flat fee of \$500 for half of a day or \$1,000 for a full day, regardless of the number of claims handled on that day.
 - c) GH will be reimbursed for all miles traveled at the current IRS rate.
All costs and expenses allocated to any claim will be billed to the client which assigned to claim for handling.
- 8) GH does not handle subrogation claims with a value less than \$1,000, unless a separate arrangement is established and agreed to.
- 9) Billing for Services and Payment to GH: The process preferred by GH is stated as follows:
 - a) Once recovery is agreed to between GH and the at-fault party and all documentation executed including a release, the at-fault party will issue a check to GH for the full agreed upon amount.
 - b) GH shall deposit the gross recovered funds into the DISTRICT Trust Fund.
 - c) Within ten (10) days after deposit, GH will issue the net payment to the DISTRICT of the amount remaining after deduction of the fees to compensation GH based on this Agreement.
 - d) If DISTRICT terminates the services of GH related to First Party Subrogation before the end of the Term, GH will invoice on a time and expense basis all work on claims for which collection has not been received by GH. The parties may discuss additional conditions under which payment may be made or work continued and may reach an additional agreement related thereto at the time of termination.

L. Denial, Compromise, or Settlement of Claims

It is agreed that DISTRICT has granted no authority to GH for the purpose of compromising, settling, and paying any claims against DISTRICT being handled by GH. GH will issue payment for legal expenses as defined in the District Expressed Scope of Work form. Prior approval to compromise or settle any claim or pay any expense will be obtained from the designated claims officer or employee on matters exceeding the authority granted above.

M. File Retention

GH shall serve as the custodian of the DISTRICT's data, for documents related to each of the claims subject to this agreement only, and as such shall electronically retain all related records through the life of this agreement. Upon termination of this agreement and following full payment of all compensation due, GH shall electronically transfer all data pertaining to all claims, either to the DISTRICT or to a recipient designated by the DISTRICT, within thirty (30) days of termination and final payment. DISTRICT and GH may agree via a separate signed agreement to retain records and/or data for a longer period of time, but in the absence of such separate agreement, GH will remove all data received, held, used, or stored in relation to George Hill's performance pursuant to this agreement, from its system after thirty (30) days from termination.

II. DISTRICT RESPONSIBILITY

DISTRICT agrees that it shall:

- 1) Collaborate with GH as reasonably necessary for GH to perform its services including establishing, drafting, and agreeing to a complete set of Claim Handling Instructions which provide direction and guidance related to the services.
- 2) Provide direction to GH as requested regarding particular project requirements.
- 3) Communicate any changes in expectations and/or in the event GH is not performing in an acceptable manner so GH can immediately address such changes and/or performance issues.
- 4) Identify a primary contact person(s) for the account as well as for billing and loss run submission. In addition, DISTRICT shall be responsible for reporting all changes in the primary point of contact to GH. DISTRICT shall identify an individual as the contact person for provision of and communications concerning Certificates of Insurance as required herein.

- 5) Be responsible for reporting to GH all Bodily Injury Claims in addition to all other items noted in Exhibit C to this Contract "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)."
- 6) Be responsible for updating GH on any changes to coverage/policy language; including limits, retentions/deductibles and coverage changes before the start of each policy term.
- 7) Obtain any necessary consent in the collection of any DISTRICT data that is transmitted to a third party (i.e., lawyer, actuary, or auditor). DISTRICT shall provide GH with reasonable assurances that it has the necessary consent to transmit DISTRICT data to a third party. DISTRICT acknowledges that the claims data may contain confidential and/or protected health information ("PHI"). In the event DISTRICT authorizes and directs GH to provide claims data to a third party, DISTRICT will indemnify, defend and hold harmless GH from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from: (i) any action against GH that is based on any negligent act or omission of DISTRICT or a third party in transmitting and/or disclosing the PHI and/or claims data; or (ii) the violation of any state or federal statute, ordinance, or regulation by DISTRICT or a third party in transmitting and/or disclosing the claims data.

III. DISTRICT EXPRESSED AUTHORITY AND LIMITATIONS

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

<p>GENERAL ADMINISTRATIVE SERVICES:</p> <p><input checked="" type="checkbox"/> George Hills will establish and maintain a trust account for claim-related payments</p> <p><input type="checkbox"/> DISTRICT will make all claim-related payments</p> <p><input type="checkbox"/> GH will send certificates of insurance to the following contact: <u>purchasing@sjusd.org</u></p>
<p>INVESTIGATIVE SERVICES:</p> <p><input checked="" type="checkbox"/> George Hills will conduct all investigations</p> <p><input type="checkbox"/> DISTRICT will conduct all investigations</p> <p><input type="checkbox"/> DISTRICT will direct GH on each claim as to who performs investigations</p> <p><i>In the event the District or other agency conducts any investigation, GH shall review for completeness.</i></p> <p><u>Retention of Vendors</u> (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):</p> <p><input checked="" type="checkbox"/> Must be preauthorized by DISTRICT</p> <p><input type="checkbox"/> Does not need preauthorization</p>
<p>LIABILITY AND CLAIM HANDLING SERVICES:</p> <p>DISTRICT'S position regarding rejections (<i>e.g., if entity so dictates, a claim will be rejected for insufficiency</i>). Check all that apply.</p> <p><u>Protocols for Rejections</u></p> <p><input checked="" type="checkbox"/> GH needs authorization</p> <p><input type="checkbox"/> GH does not need authorization</p> <p><input type="checkbox"/> GH sends the Rejection</p> <p><input checked="" type="checkbox"/> DISTRICT sends the Rejection</p> <p><input type="checkbox"/> GH sends out Denial Letter simultaneously with Rejection outlining the reason</p>
<p>LITIGATION SUPPORT SERVICES:</p>

Check all that apply.

- DISTRICT will handle litigated claims inhouse, with GH to capture data into SIMS
 - DISTRICT will send data to GH weekly
 - DISTRICT will send data to GH monthly

Excess Reporting

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

Claims Exceeding SIR:

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

Litigation Management (Includes Support Services as Expressed above)

- DISTRICT does not elect to incorporate Litigation Management Services
- DISTRICT elects to incorporate Litigation Management Services
 - Senior Claims Adjuster or,
 - GH Attorney or,
 - Senior Claims Adjuster and GH Attorney as needed on a Time and Expense basis.

LITIGATION MANAGEMENT AND SUPPORT SERVICES:

Check all that apply.

- GH will handle litigated claims
 - All litigated cases
 - Case as assigned

Mandatory Settlement Conferences

- GH always attends
- DISTRICT will attend with GH attending upon request only

Small Claims Actions filed against DISTRICT

- GH always appears
- DISTRICT will attend with GH attending upon request only

Legal Counsel

- GH must have DISTRICT authorization to refer to outside Legal Counsel
- GH does not need DISTRICT authorization to refer to outside Legal Counsel
- GH must use DISTRICT approved Legal Panel for Attorney selection
- DISTRICT does not have an approved Legal Panel for Attorney selection
- All Litigation to be handled by DISTRICT inhouse Legal
- GH always sends Litigation Assignment packets to Legal Counsel

- DISTRICT specific Litigation Guidelines: Yes No
- DISTRICT specific Litigation Referral Form/Letter: Yes No
- DISTRICT specific Litigation Budget Form: Yes No

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

REPORTS AND PROCEDURES:

- GH will provide the DISTRICT report of all claims Monthly (specify frequency).
- GH will arrange for the performance of an audit annually.
- DISTRICT will arrange for the performance of an audit annually.

AUTHORITY LEVELS:

Reserve within SIR:

- \$0.00 Other: _____

Adjuster must seek approval from the DISTRICT contact to post indemnity reserves above authority level.

Settlement Authority:

- \$0.00 Other: _____

Adjuster must seek approval from the DISTRICT contact to consent to settlement of any claim at or above the amount indicated.

Medical Treatment:

- Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the DISTRICT.
- Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

FINANCIAL ACCOUNTING – CHECK PROCESSING:

DISTRICT will make all claims-related payments and does not elect for George Hills to establish and maintain a trust account.

George Hills will establish and maintain a trust account for claim-related payments.

Selection of Bank

- GH Choice of Bank
- DISTRICT Choice of Bank

Bank Name:

Bank Address:

DISTRICT Contact:

- Initial Funding Amount: \$50,000.00
- Trust Target Balance: \$50,000.00
- Minimum Account Balance: \$5,000.00

Statements

- Statement to be balanced by DISTRICT, or
- Statement to be balanced by GH with copies to the DISTRICT
- George Hills will provide trust account reconciliation reports monthly
- George Hills will provide check registers reports monthly

THIRD PARTY SUBROGATION SERVICES:

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

FIRST PARTY SUBROGATION SERVICES:

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

DISTRICT agrees to the additional compensation payable to GH for its first party subrogation services as follows:

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

DISTRICT agrees to the terms and conditions stated in Subrogation Services.

Bernadette Reilly Initials: BR^{Initial} Date: 6/17/2025
Assistant Manager, Risk Management at San José Unified School District

Peter Park Initials: PP^{Initial} Date: 6/18/2025
Director, Human Resources at San José Unified School District

Chris Shaffer Initials: CS^{DS} Date: 6/16/2025
Chief Operating Officer at George Hills Company, Inc.

EXHIBIT B

Schedule of Fees and Charges

The following compensation, fees and expenses, shall be utilized and paid when performing all Services and shall not be changed for the Term of the Agreement. (“Fee Schedule”).

Time and Expense for Adjusting Services	
Supervisor	\$135/hour
Senior Adjuster	\$115/hour
Adjuster	\$102/hour
Claims Processing	\$89/hour

All fee options are subject to the Annual Fee Escalator described above.

Option A2: Time and Expense with a Cap of \$ 60,000.00 George Hills believes that this can be the best of both worlds. This pricing model allows for the realities of the unknown to dictate service results but retains some budget certainty. The cap will always be more than the fixed fee to protect the unknown, but often can result in less cost too. The cap is a movable target and should be adjusted annually until the services and relationship have settled.

The above hourly rates by position are the same for both options A1 and A2. The only difference shall be that George Hills will commit to an annual maximum fee for adjusting services for option A2, in the amount of \$60,000. Please note that the catastrophic pricing is applicable, and therefore outside of the annual maximum fee.

All fee options are subject to the Annual Fee Escalator described above.

General Administrative Fees

Fixed Fee and Cap pricing will be based on the current average. Should the claim volume change more than 10% in severity or frequency in a year, we request a reevaluation of our pricing agreement.

General Administrative Fee Section – Applicable to each fee option.	
One-Time Setup Fee	\$2,500
Annual Administration Fee – billed yearly	\$5,000
Mileage - Adjuster	Current IRS Rate
MMSEA Annual Reporting Fee (paid to ExamWorks, billed yearly)	One-Time Setup Fee: \$300 Annual Fee: \$500
Adjuster travel expenses for mediations, settlement conferences, trials; subject to prior approval.	Actual
CXP access fee (up to 5 users)	Included
Custom reports, if exceeds three hours and is client specific	\$185/hour
Allocated File Expenses (see attached details)	At cost
Catastrophic Pricing	Current hourly rate

All fee options are subject to the Annual Fee Escalator described above.

Subrogation

The Subrogation Fee is in the amount of 30% for each recovery obtained. The minimum amount to be paid to GH will be \$250 per claim upon recovery. Please note, on most claims George Hills can recover our fee, thus the net cost is zero.

FEE SECTION TERMS

One Time Startup Fee – The planning and coordination process of onboarding a new DISTRICT covers many areas, from documentation, establishing expectations, detailing specific claims, handling instructions, policies, and procedures, to designing the infrastructure to meet the needs of risk management, council, and department heads, personalize design of claims management information system (“CMIS”). It also involves time and effort in establishing the Trust Account or check writing, W-9, and all federal and state reporting requirements. Most importantly, this process involves the establishment of effective claims triage. This fee is billed in the first month of service. Note that this is not time spent on the actual data conversion. Because the DISTRICT is an existing client, this fee has been discounted.

Annual Administration Fee – George Hills has determined it takes a company-wide effort to ensure we exceed the expectations of our clients. As such, we feel it transparent to separately identify and charge for those critical functions that are not directly tied to claims handling. We include an annual administration fee, billed annually at the beginning of the Agreement period and each year thereafter upon the anniversary of the Agreement, which covers the following activities:

- Executive attendance at any District Executive Committee Meeting or Board Meeting
- Claims Management Information System (CMIS) services and reports

- Access to CMIS and training
- Monthly listing of open claims, showing expense categories, reserves, and total incurred
- Monthly claim summary reports
- Monthly hours and claims data detail for billing
- Providing loss run data and required reports
- Access to GH Client Portal
- Providing annual reports to outside agencies
- Filing of regulatory reports, such as 1099s, W-9s, etc.
- Trust Account
- Establishment and maintenance of a trust account to pay indemnity and expenses that may be due on claims; the amount to be maintained in the trust account shall be determined by the District. If the trust account is set up with the GH preferred bank (California Bank and Trust), then George Hills covers the cost of Positive Pay and Payee Match.
 - If the District prefers an alternate bank, there may be an additional setup fee, as other banks' processes can be extraordinarily time consuming.
- New bank account setup, including signature cards, test checks, online access, and setup of bank in CXP
- Discussion and agreement on the approval process
- Preparation of W-9s
- Processing of checks weekly
- Submission of positive pay (if applicable) and monitoring of positive pay (review of daily emails from bank for exceptions)
- Maintenance of a copy of all checks drawn by George Hills to pay claims and claims-related expenses
- Monitoring of account balance, preparation of replenishment requests as needed (custom requests for each DISTRICT's needs)
- Monthly bank reconciliation (prepared and sent to the District)
- Payment of invoices that are pass-throughs, such as invoices for medical record copies, ExamWorks, etc.
- Certificates of insurance as required by the Agreement
- Annual service
- Response to outside financial auditors
- Provision of reports to the District's actuaries and claims auditors
- Submission of GH SSAE 16 reports, or the current equivalent
- Account Management

Mileage: Adjuster – Mileage is paid at the current IRS rate at the time the mileage is traveled. Mileage can be allocated to a specific claim and also mileage which is not allocated to any claim, such as attendance at claim review, board and/or committee meetings requested or required by the DISTRICT.

MMSEA – Both the one-time setup fee and the annual reporting feeds to offset fees paid directly to ExamWorks.

Adjuster Travel Expenses – For mediations, settlement conferences, trials, etc.; subject to prior approval and actual expenses will be submitted with receipts on a monthly basis. This section applies to travel expenses which can be allocated to a specific claim and also travel expenses which are not allocated to any claim, such as attendant at a claim review, board and/or committee meetings.

CXP Access Fee – Included in the annual administration fee is the setup and management of five (5) user accounts through our CMIS: CXP.

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

Custom Reports – Additional charged for custom reporting are defined as being client-specific and needing a third-party programmer for three (3) hours or more.

Conversion Fees – This fee is intended to cover costs associated with data conversion, transition, and Agreement closeout. The data conversion fee is dependent on many factors which will need to be discussed. If George Hills is retained for five (5) years, we will entirely absorb the conversion fee. If George Hills is not retained for the full length of the proposed Agreement, then the DISTRICT shall be subject to a fee of 20 percent each year not retained, not including shipping, storing, scanning, copying, or otherwise handling open or closed paper claim files (this shall be a separate charge based on the Scope of Work).

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

Catastrophic Pricing – Applicable only to **Fixed Fee** and **Time And Expense With A Cap Fee** agreements. George Hills recognizes that in the event of a catastrophe, additional hours will need to be applied to the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, George Hills proposes that should a catastrophic event occur resulting in 10 or more claimants or claims from a single occurrence, the DISTRICT shall be billed at the current hourly rate.

Annual Cap Recalculation: CLIENT has selected the fee option of Time and Expense with a Cap, as identified below. The annual monetary Cap is based on the work necessary to administer an estimated frequency of claims. GH reviews and analyzes the claims frequency annually. Within 30 days of the end of each 12-month period from the date the work under the contract is initiated, GH will provide notice to the CLIENT of the actual number of claims received for the preceding 12 months. If the claims frequency exceeds the base number of 28 by greater than 10%, GH will provide a new Annual Cap amount based on the change in frequency. The new Annual Cap will begin on July 1st of the next year in the Contract term. If the frequency changes in an amount of 10% or less, there will be no change in the Annual Cap calculation. The Annual Cap does not include any fees charged and collected by GH for First Party Subrogation services and fees.

Annual Fee Escalator – The Annual Fixed Fee and all hourly rates shall be adjusted at the beginning of each of the remaining years of the term by the lesser of 5%, or in accordance with the changes in the Consumer Price Index (CPI-U) for all Urban Consumers for the Western Region using the most recently published annual percentage change, but in any event such increase shall not be less than 3%.

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

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

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

ALLOCATED EXPENSES

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in this Agreement. These expenses 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 these 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 services. Below, George Hills has provided a non-exhaustive list of typical allocated expenses.

Paid to GH

- CMS reporting costs and fees (ExamWorks)

Paid to Others as Authorized by DISTRICT

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences
- Fees of court reporters
- All court costs, court fees, and court expenses
- Fees for service of process
- Costs of undercover operatives and detectives (if initially paid by GH)
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams

- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgement is sought
- Costs for independent medical examination or evaluation for rehabilitation
- Costs of legal transcripts of testimony taken at coroner’s inquests, or criminal or civil proceeding
- Costs for copies of any public records or medical records
- Costs of depositions and court reporting
- Costs and expenses of subrogation (if not George Hills)
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes
- Witness fees and travel expenses
- Costs of photographers and photocopy services (if not George Hills; our costs for this are included in our rate)
- Costs of appraisal fees and expenses not included in flat fee or performed by others
- Costs of indexing claimants
- Services performed outside the TPAs normal geographical regions
- Costs associated with Medicare Set-Aside analysis and submission of Medicare Conditional Lien negotiation
- Investigation of possible fraud including SIU services and related expenses
- Any other similar cost, fee, or expense that is not otherwise included in the TPAs service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity, including travel related expenses.

OPTIONAL SERVICES

Full In-House Litigation Management – Use of George Hills’ Attorneys

Name and Title	Years of Experience	Role for the Client
Neil Callahan, Esq. Litigation Manager	25	Serves as a Litigation Manager for several clients, monitoring counsel, and as a resource to our claims staff.
Benjamin Oram, Esq. General Counsel/Litigation Manager	15	Serves as a Litigation Manager for several clients, monitoring counsel, and as a resource to our claims staff.

Here is an outline of their role and how it would work for the District:

1. Serve as Litigation Manager (Specifics of the role below)
 - i. Actively manage all watchlist files (parameters of a watchlist to be agreed upon through subsequent discussions)
 - ii. Manage and supervise all litigated files – claims adjusters will track the nonserious and/or non-active litigated files, with the support of Claims Processors, and report to the District
 - iii. Accessible to the entire GH adjuster team to advise and instruct as needed
2. Serve as Outside General and Special Counsel – limited basis
 - i. Work closely with the District with confidential analysis and problem-solving for managing risk and avoiding unnecessary litigation
 - ii. Provide immediate access to legal advice to the District, which includes analyzing coverage issues, Public Records Act requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel, and providing legal opinions on potential and active litigation
 - iii. Advise on sensitive and political issues/claims

3. Coverage counsel consultation
 - i. Review and analysis of memorandums of coverage and excess/umbrella policies to address and offer advice and consultation regarding coverage issues
 - ii. Advise on potential changes to all coverage documents
 - iii. Assist District and George Hills staff in interpretation of coverage issues
4. Resource to a broker of record for coverage needs
5. Trial/Mediation/Board Meeting attendance
 - i. Attend board/executive/coverage/claims meetings (as necessary)
 - ii. Attend trials, mediations, and other court hearings, including appearing before Courts of Appeal as needed
 - iii. Provide analysis and consultation before, during, and after these significant litigation events – to reduce exposure and maximize opportunities for resolution
6. Legal training and seminars
 - i. Provide customized seminars and training upon request – to District staff, brokers, members, and GH staff
 - ii. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law, and general liability claims
 - iii. Courses are customized to address the DISTRICT’s specific needs and to work closely with safety and loss staff, defense firms, and others

Rates for Optional Legal Service

Litigation Management	\$225/hour
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This rate is subject to the annual fee escalator.

Please note that George Hills can provide a monthly/annual fixed fee for the above services upon discussion and agreement on level of effort.

Method of Payment

1. Contractors shall submit monthly invoices on a form and in the format approved by the District. All invoices shall provide sufficient detail for the District to verify the time and materials expended by each person or subcontractor providing Services.
2. Contractor shall submit these invoices electronically to the District via the District’s authorized representative.
3. Upon receipt and approval of Contractor’s invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.

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

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

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

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GH, and its RREs, shall be charged as an Allocated Expense, as defined in Exhibit 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.

EXHIBIT D
CONTRACTOR CERTIFICATION

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: [Name], [Title] at [School]

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.

- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure

and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

George Hills Company, Inc.

Date: 6/16/2025

Signature: 32C0684BD910400...

Chris Shaffer

Chief Operating Officer

EXHIBIT D CONTINUATION
WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

George Hills Company, Inc.

Date: 6/16/2025

Signature: 32C0684BD910400...

Chris Shaffer

Chief Operating Officer

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

EXHIBIT D CONTINUATION
STUDENT DATA CONFIDENTIALITY CERTIFICATION

The Contractor acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Contractor will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Contractor.

Furthermore, the Contractor agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Contractor has access:

- Contractor will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Contractor acknowledges that it is illegal for a student to have access to another student's data and will not share (CDI) from any source with another student.
- Contractor agrees to hold (CDI) in strict confidence. Contractor shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts Contractor to receive Covered Data and Information provided to Contractor pursuant to this Agreement, to delete consumer's personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

George Hill Company, Inc.

Date: 6/16/2025

Signature: 32C0684BD910400...

Chris Shaffer
Chief Operating Officer