

CONTRACT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made this 17th day of June 2020, between the Elk Grove Unified School District ("EGUSD") and Field Intervention Services ("FIS" or "Contractor").

IN CONSIDERATION of EGUSD's retaining the Contractor for independent services, it is agreed as follows:

1. Term

1.1 This Contract shall be in full force and effect for a term of twelve (12) consecutive months beginning July 1, 2021. In addition to the right of EGUSD to terminate this Contract for cause as provided in this Agreement, both EGUSD and Contractor shall have the right to terminate this Contract, without cause, and in either party's sole and absolute discretion, at any time during the term of this Contract upon the giving of ninety (90) days advanced written notice. The contract term automatically extends for an additional twelve (12) months, but not more than sixty (60) months from start of contract unless EGUSD notifies Contractor in writing not less than sixty (60) days prior to the expiration of contract or EGUSD's intention not to renew the contract term.

2. Independent Services

2.1 EGUSD hereby retains the Contractor and the Contractor hereby agrees to perform services as set forth in Attachment "A" upon the terms and conditions contained herein and at fees as set forth in Attachment "B" or as shall be agreed upon in writing from time to time by the parties hereto.

2.2 Contractor acknowledges that Contractor is an independent contractor and that Contractor, its employees, officers, partners or agents are not employees of EGUSD and are not entitled to EGUSD employment rights or benefits. The Contractor shall not be supervised by EGUSD. Contractor shall be responsible for payment of all taxes, Workers' Compensation, FICA and other withholdings. No taxes will be withheld by EGUSD from the fees set forth in Attachment "B" unless EGUSD determines that the IRS requires such withholdings. EGUSD will report payments made to Contractor to the IRS on Form 1099, or such other form as required by law.

3. Confidentiality and Non-Disclosure

- 3.1 As contemplated in this Contract, Confidential Information shall include but not be limited to any of, or related to the following: Information regarded or defined as confidential by applicable statutory law; employee personnel and Workers' Compensation claim files; information provided by EGUSD to Contractor in order to provide appropriate and adequate intervention in the event of accidental illness or injury; information provided between EGUSD and its ill or injured employee and relevant medical professionals relative to the cause, nature, diagnosis, prognosis and treatment of such illness or injury; information between EGUSD and its ill or injured employee relative to that employee's employment status, wages, hours and working conditions; and information provided between EGUSD, Contractor, the ill or injured employee and EGUSD's claim administrator. The provision of Confidential Information shall be in all forms of communication including but not limited to verbal, printed and electronic media.
- 3.2 Contractor agrees that, except as directed by EGUSD, Contractor will not at any time during or after the term of this Contract disclose, nor allow the disclosure of any Confidential Information to any person whatsoever.
- 3.3 Contractor agrees that upon termination of this Contract, Contractor will turn over to EGUSD all documents, papers and other materials in Contractor's possession or control, and destroy all electronic records that directly and/or indirectly pertain to EGUSD and its employees.
- 3.4 Contractor acknowledges that disclosure of any Confidential Information by him/her will be cause for personal injury and subsequent damages, and fines and penalties under applicable law. Accordingly, EGUSD or such other party may seek and obtain injunctive relief against the breach or threatened breach of the disclosure of Confidential Information in addition to any other legal remedies which are available. Disclosure of any Confidential Information shall constitute a material breach of this Contract and may result in termination of this Contract.

4. Standard of Care/ Professional Standards

4.1 Contractor and Contractor's agents shall perform all services under this Contract in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor warrants and guarantees that the work to be performed and the services to be provided hereunder shall be completed by a "registered nurse," as that term is defined and governed by California Business and Professions Code section 2725 et seq., relating to workers' compensation claims filed against EGUSD. The performance of the below-described services is to be consistent with the methods described by the Consulting Contract, which exist to ensure timely and quality medical treatment to EGUSD employees who are injured or become ill during the course and scope of their employment.

5. Liability

5.1 Indemnification and Hold Harmless. Contractor waives any rights to recovery it may have against EGUSD for any injuries to persons or property that it or its employees, officers, partners or agents may sustain while performing services under this Contract. Contractor and its agents, officers and employees shall defend, indemnify, and hold harmless EGUSD, its elected and appointed officers, agents, employees, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, or liability which EGUSD, its elected and appointed officers, agents, contractors, employees and representatives may sustain or incur, or which may be imposed upon them by law for damages due to injury or death of persons, or damage to property to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by Contractor or the agents, officers and/or employees of Contractor in the performance of services in accordance with the terms of this Contract.

The indemnification provisions contained in this Contract include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of Contractor or the agents, officers and/or employees of Contractor during the performance of services under the terms of this Contract.

The indemnity provisions of this Contract shall survive the expiration or earlier termination of this Contract.

5.2 Third Party Obligations. Contractor shall be solely liable to third parties with whom Contractor enters into contracts to effectuate the purposes of this Contract. Contractor shall pay directly such parties for all amounts due under said arrangement. Contractor shall indemnify and hold EGUSD harmless from any and all claims and liabilities arising from such contracts. Contractor shall exert its best efforts to prevent any loss to EGUSD from the failure of proper performance of any third party.

6. Insurance

6.1 Commercial General Liability Insurance. Contractor shall maintain at its expense, a policy of commercial general liability [including professional liability and medical malpractice] insurance. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least “A.11” status as rated in the most recent edition of Best’s Insurance Reports, or as amended pursuant to the written agreement between EGUSD and Contractor.

6.2 Additional Insured Endorsement. EGUSD, its elected and appointed officers, agents, employees, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “EGUSD, its elected and appointed officers, agents, employees, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement.”

6.3 Primary Insurance Endorsement. In addition to the “Additional Insured” provisions as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance).

6.4 Minimum Limits of General Liability Insurance. Contractor shall maintain limits not less than one million (\$1,000,000.00) dollars per occurrence for all coverages. Contractor shall maintain a five million (\$5,000,000.00) dollar general aggregate limit.

6.5 Certificates of Insurance. Prior to commencing services pursuant to this Contract, Contractor shall provide certificates of insurance, executed by a duly-authorized agent of Contractor’s insurance provider, as evidence of the existence of the insurance required by this

Contract. Such certificates shall include the Endorsements described in this Article as attachments.

- 6.6 Workers' Compensation. Contractor shall provide Workers' Compensation coverage as required by California law, and in signing this Contract makes the following certification: "Contractor is 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 such provisions before commencing the performance of this Contract." Prior to commencing services pursuant to this Contract, Contractor shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Contract, on an insurance certificate executed by a duly-authorized agent of Contractor's insurance provider.
- 6.7 Comprehensive Automobile Liability. This policy shall provide coverage in compliance with California law. This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles. The policy shall state that this insurance is primary insurance with regard to any other insurance carried by EGUSD.

This policy shall be obtained only in the event that Contractor utilizes the services of employees.

Contractor shall require any independent contractors to obtain coverages equivalent or greater to those required by this Section 6.

- 6.8 Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the types specified above. Contractor shall not allow any subcontractors to commence work on any subcontract until it has provided evidence to the Contractor that it has secured all insurance required under this section. Contractor's contract with any subcontractors shall include indemnification and hold harmless provisions substantially similar to those found in Section 5 of this Contract. When requested by EGUSD, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6.8.1 Joint and Several Liability – Subcontractors. In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved.

6.9 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the EGUSD for approval. All policies shall contain a provision requiring thirty (30) days written notice to be given to EGUSD prior to cancellation, modification, or reduction of policy limits.

6.10 Compliance. In the event of the failure of any contractor or subcontractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the EGUSD.

7. Safety

7.1 Work Performed at EGUSD Premises. While on EGUSD premises, Contractor and its employees and agents shall comply with all EGUSD rules and regulations in effect at such premises, including security and safety requirements. Contractor shall provide evidence of criminal background clearance as set forth in Attachment "A".

7.2 Injury and Illness Prevention. Contractor shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Contractor is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall implement an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Contract." A copy of the Injury and Illness Prevention Plan shall be made available to EGUSD upon request.

8. Ownership of Property

8.1 Contractor agrees that all technology used by Contractor, including an EGUSD-issued laptop computer, and any information developed, obtained and/or used by Contractor in the performance of this Contract shall at all times remain the sole property of the EGUSD. Information includes all media including any data stored by electronic means and/or in a hardcopy form.

- 8.2 Contractor agrees that all hardcopy files will remain in EGUSD-provided file storage containers on EGUSD premises at all times.
- 8.3 Contractor agrees that all electronic files will remain in the EGUSD-provided laptop computer, and stored in EGUSD software and database programs.
- 8.4 Contractor is provided EGUSD e-mail access and agrees to comply with all EGUSD electronic information and management policies and procedures.
- 8.5 Contractor agrees to protect the confidentiality of all information obtained pursuant to performance of this Contract, in accordance with Article 3 of this Contract.
- 8.6 Contractor agrees to relinquish all information and property, contemplated by this Article, to EGUSD upon termination of this Contract.

9. Fees and Payments

- 9.1 Compensation. Contractor shall receive compensation at the rates set forth in Attachment “B”. As to the services performed by Contractor, Contractor shall submit monthly invoices in the amounts indicated in Attachment “B” (attached hereto and incorporated herein by reference.) The invoices shall reflect services provided to EGUSD in the prior month.
- 9.2 Payment of Compensation. Payments by EGUSD made under this section, shall be made in arrears. Payment of each invoice shall be made by EGUSD within twenty-one (21) calendar days after receipt of each invoice.

10. Rent

- 10.1 If it is necessary for the primary point of service to be on EGUSD property, FIS agrees to pay rent for the use of District property or building space in an amount equivalent to the fair market value which shall be determined by the Governing Board.

11. General Provisions

- 11.1 Assignment or Transfer. The Contractor's obligations under this Contract may not be assigned or transferred to any other person or entity without the prior written consent of EGUSD.

- 11.2 Successor and Assigns. This Contract shall be binding on the successors and assigns of the parties.
- 11.3 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the parties.
- 11.4 Amendment; Modification. This Contract may only be amended or modified by an agreement in writing signed by both parties.
- 11.5 Invalidity; Severability. If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written construed, and enforced as so limited.
- 11.6 Waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right subsequently to enforce that provision or any other provision of the Contract.
- 11.7 Governing Law. This Contract shall be construed in accordance with the laws of the State of California.
- 11.8 Delivery of Notices. Any notice to be given under this Contract shall be sufficient if it is in writing and is sent by certified or registered mail to the Contractor at the address set forth in Attachment "A", or at such other address as Contractor may from time to time specify, or to EGUSD at its District office, attention of the Director of Finance, or otherwise as directed by EGUSD, from time to time.
- 11.9 Entire Agreement. This Contract contains the entire Contract of the parties relating to the subject matter hereof. The provisions of this Contract shall be enforceable notwithstanding the existence of any claim or cause of action of the Contractor against EGUSD whether predicated on this Contract or otherwise.
- 11.10 Attorney's Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- 11.11 Counterparts. This Contract may be signed in counterparts, each of which shall constitute an original.

11.12 Discrimination. Contractor agrees to comply with federal and state law and EGUSD Board Policies and Procedures in the prevention of discrimination in any and all services provided under this contract, and that such services are provided without regard to any EGUSD elected or appointed official, employee, volunteer, agent or contractor membership in any legally protected group.

IN WITNESS WHEREOF, EGUSD and the Contractor have duly executed this Contract as of the day and year first above written.

CONTRACTOR

EGUSD

by _____

by _____

Print Name

Shannon Hayes
Print Name

Title

Chief Financial Officer
Title

ATTACHMENT “A”

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR:

A. Injury and Illness Reporting – Field Intervention Nurse (“FIN”)

The FIN will provide services (“FIN Services”), including but not limited to the following:

1. Acts as central point of contact designated to receive all initial reports of injury and illness. Employees are instructed to contact the FIN to report all occurrences of injury and illness.
2. Provide and maintain, at its expense, a telephone and telephone number by which all EGUSD employees will contact Contractor to report injuries and illnesses.
3. Conduct triage according to Registered Nurse scope of practice and EGUSD-selected claims administrator standards and protocols, and directs medical care as appropriate.
4. Utilizes telephonic and personal contact methods most conducive to expedient, effective and quality customer service.
5. Ensures contact with injured or ill employees as soon as practicable Monday – Friday from 7:00 a.m. to 5:00 p.m.
8. Explains to the reporting employee EGUSD’s initial claim development process, including the employee’s responsibilities.
9. Provides verbal and written assessments of the reported injury/illness to the EGUSD-selected claims administrator
10. Provides to the initial treating physicians background and other information pertinent to the determination of a diagnosis and to treatment interventions.
12. Provides initial treatment authorization to physicians
13. Attendance at Injury Illness Prevention Program Meetings. Whenever possible, FIN will attend EGUSD Injury Illness Prevention Program committee meetings and provide professional input to improve Health and Safety conditions at EGUSD.

B. Initial Claim Development - Contractor

1. Medical Support Services, Generally. In addition to all other services, as described above, required by the Contract, Contractor is to be a liaison between injured or ill EGUSD workers (“IW’s”) and medical professionals providing initial service to IWs and, as such, is to facilitate communication and the provision of initial services, as appropriate, among an IW, medical professionals providing services to an IW, EGUSD’s claims administrator, and EGUSD personnel. EGUSD and Field Intervention Services contemplate that telephonic and field nurse case management services by a "registered nurse," as that term is defined and governed by California Business and Professions Code section 2725 et seq., relating to workers’ compensation claims filed against EGUSD, may need to be performed by Contractor or Contractor’s agent or subcontractor.
2. Performance of FIN Service. FIN Services provided for under this Contract are to be rendered in a manner such that all reasonable actions are taken to verify or facilitate, as appropriate and applicable, objectives that include but are not limited to the following:
3. Standard of Care. All FIN Services under this Contract shall be performed in a skillful and competent manner consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.
4. Laws and Regulations. Contractor shall keep themselves fully informed of and in compliance with all local, state and federal laws, rules, regulations and EGUSD and SIA policies and procedures, in any manner affecting the performance of the Contractor Services, and shall give all notices required by law. Contractor shall be responsible for all of its violations of such laws and regulations in connection with the Contractor Services. Contractor shall defend, indemnify, and hold EGUSD, its officers, officials, directors, employees, and agents, free and harmless, pursuant to the indemnification provisions of the Contract, from any claim or liability arising out of any failure or alleged failure of Contractor to comply with such laws, rules, or regulations.
5. Compensation. Billing by the Contractor for the services provided herein shall be submitted in the manner prescribed by the Contract, but by a writing separate and distinct from the billings submitted for the field intervention services provided under the Contract.
6. Fingerprinting Requirements. Through execution of this Contract, Contractor acknowledges that Contractor, its employees and sub-contractors are required to comply with all fingerprinting requirements set forth in Education Code Section 45125.1, except as otherwise provided below.

- a. In the event EGUSD determines, based on the totality of the circumstances, that the Contractor, Contractor's employees and sub-contractors will have only limited contact with pupils, Contractor shall, at its own expense be subject to the following preventative measures: (1) Contractor, Contractor's employees and sub-contractors shall check in with the school office each day immediately upon arriving at a schoolsite; (2) Contractor, Contractor's employees and sub-contractors shall inform school office staff of their proposed activities and location at a schoolsite; (3) Once at such location Contractor and/or Contractor's employees and sub-contractors shall not use student restroom facilities; and (4) If Contractor, Contractor's employees and sub-contractors are unable to report for work, Contractor shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

ATTACHMENT "B"

Elk Grove Field Intervention Services Pricing
Five Years
(Includes Claims Transmission Charges)

Year	Service Days and Hours	Coverage Hrs/Day	Total/Yr
Current*	Monday-Friday 7:00 a.m. 5:00 p.m.	10	\$256,800
2020/2021		10	\$256,800
2021/2022		10	\$256,800
2022/2023		10	\$256,800
2023/2024		10	\$256,800

* Current year listed for comparison purposes only.